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September 10, 2019

*Via ECFS*

Marlene H. Dortch, Secretary  
Office of the Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554  
ATTN: Office of Administrative Law Judges

**Re: MB Docket No. 19-156; Entertainment Media Trust, Dennis J. Watkins, Trustee, Applications to Renew Licenses and Application for Consent to Assignment of Licenses: KFTK, East St. Louis, IL, Facility ID No. 72815; WQQW, Highland, IL, Facility ID No. 90598; KZQZ, St. Louis, MO, Facility ID No. 72391; KQQZ, DeSoto, MO, Facility ID No. 5281; Application for Permit to Construct New Station: W275CS, Highland, IL, Facility ID No. 200438; Response to First Document Requests**

Dear Ms. Dortch:

Entertainment Media Trust ("EMT"), by counsel, submits for filing a redacted version of the Amended Response of Entertainment Media Trust, Dennis J. Watkins, Trustee, to Request for Production of Documents ("Amended Response"). This Amended Response is submitted to amend the written responses to Request #1 (at subparagraph b) and Request #12 (at subparagraph h); add documents responsive to Request #1; and to correct non-substantive typographical errors. In addition, this submission reflects a further amendment to include the privilege log as directed by the Office of the Administrative Law Judges. While there are no other substantive changes to the response submitted by EMT on September 9, 2019, the complete and full response, as amended, is included here and supersedes the prior response for ease of review.

If you have any questions about this filing, please do not hesitate to contact the undersigned.

Marlene H. Dortch, Secretary  
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Respectfully submitted,

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/s/

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\_\_\_\_\_  
/s/

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*Counsel for Entertainment Media Trust*

Enclosure

cc: Hon. Jane Halprin  
Jeffrey Gee  
Pamela Kane  
Howard Liberman  
Robert Kirk  
John B. Adams

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**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
ENTERTAINMENT MEDIA TRUST,	)	MB Docket No. 19-156
DENNIS J. WATKINS, TRUSTEE	)	
	)	
Applications to Renew License:	)	
	)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BR-20120709ACP
	)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BR-20120709ACO
	)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BR-20120921AAW
	)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BR-20120921ABA
	)	
Application for Consent to Assignment of	)	
Licenses:	)	
	)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BAL-20160919ADH
	)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BAL-20160919ADI
	)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BAL-20160919ADJ
	)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BAL-0160919ADK
	)	
Application for Permit to Construct New Station:	)	
	)	
W275CS, Highland, Illinois	)	Facility ID No. 200438
	)	File Nos. BNPFT-
	)	20170726AEF and BNPFT-
	)	20180314AAO
	)	

To: Enforcement Bureau, Investigations and Hearings Division

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**AMENDED RESPONSE OF  
ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE, TO  
REQUEST FOR PRODUCTION OF DOCUMENTS**

Entertainment Media Trust, Dennis Watkins, Trustee (“EMT”), hereby amends its response to the request of the Enforcement Bureau (“Bureau”) for the production of Documents dated August 20, 2019 (the “First Document Requests”). This response is submitted to amend the written responses to Request #1 (at subparagraph b) and Request #12 (at subparagraph h); add documents responsive to Request #1; and to correct non-substantive typographical errors. In addition, this submission reflects a further amendment to include the privilege log as directed by the Office of the Administrative Law Judges. While there are no other substantive changes to the response submitted by EMT on September 9, 2019, the complete and full response, as amended, is included here and supersedes the prior response for ease of review.

**1. All drafts and versions of the EMT Trust Instrument.**

There are two versions of the EMT Trust Instrument attached hereto in response to Request #1:

- a. the version prepared by Romanik and Stephen Romanik on or about January 1, 2006, that was intended by the parties to reflect creation of a trust to benefit Stephen Romanik, and which was later incorporated in the Nonjudicial Settlement as the operative original trust instrument.
- b. a version prepared by Romanik and Stephen Romanik on or about January 1, 2006, accompanied by (i) a cover letter from Romanik to Frank Montero and Davina Sashkin, dated Nov. 23, 2012, and (ii) a cover letter from Romanik/Sanders to Davina Sashkin, dated July 31, 2019, explaining that the referenced version of the EMT Trust Instrument documents was discarded



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upon advice received by Romanik that the corpus of a trust could not be in the form of loans. Documents retrieved from the files of Davina Sashkin.

**2. All drafts and versions of the EMT Trust Agreement.**

EMT objects in part to this request, as it seeks documents of a non-party entity not in the custody of EMT. Moreover, any drafts or versions of the EMT Trust Agreement in existence would have been prepared by Paul H. Lauber, Esq. (“Lauber”) pursuant to the attorney-client relationship between Lauber and Romanik. The executed version of the EMT Trust Agreement is attached hereto in response to Request #2.

**3. All drafts and versions of the EMT Trust #2 Agreement.**

EMT objects in part to this request, as it seeks documents of a non-party entity not in the custody of EMT. Moreover, any drafts or versions of the EMT Trust Agreement in existence would have been prepared by Lauber pursuant to the attorney-client relationship between Lauber and Romanik. The executed version of the EMT Trust #2 Agreement is attached hereto in response to Request #3.

**4. All drafts and versions of the Assignment of Beneficial Interest.**

All drafts and versions of the Assignment of Beneficial Interest, other than the final version as it was executed, were prepared by Lepore and Lauber as legal counsel and are not produced because they are privileged attorney work products. *See* Privilege Log.

**5. All drafts and versions of the 2018 LPMA.**

The 2018 LPMA was drafted by Lepore and revised in consultation with Davina Sashkin. Other than the executed version of the 2018 LPMA, documents responsive to Request #5 are therefore privileged attorney work products and not produced. *See* Privilege Log. The executed version of the 2018 LPMA is attached hereto in response to Request #3.

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**6. All written communications between Watkins and Stephen Romanik and/or between Watkins and Romanik regarding the EMT Trust Agreement.**

There were no written communications between Watkins and Stephen Romanik or between Watkins and Romanik regarding the EMT Trust Agreement.

**7. All written communications between Watkins and Sanders and/or between Watkins and Romanik regarding the EMT #2 Trust Agreement.**

There were no written communications between Watkins and Sanders or between Watkins and Romanik regarding the EMT #2 Trust Agreement.

**8. All written communications between Watkins and Sanders and/or Watkins and Romanik regarding the Assignment of Beneficial Interest.**

There were no written communications between Watkins and Sanders or between Watkins and Romanik regarding the Assignment of Beneficial Interest.

**9. All written communications between Watkins and Paul Lauber regarding the EMT Trust Agreement, the EMT #2 Trust Agreement, and/or the Assignment of Beneficial Interest.**

Documents responsive to this Request #9 are attached.

**10. Documents sufficient to identify any bank account opened in the name of EMT from 2006 to the present.**

EMT does not presently maintain nor has it ever opened a bank account in its name. There are therefore no documents in existence to produce in response to Request #10.

**11. All written communications between EMT and the Media Bureau concerning the Stations from 2006 through the present, including but not limited to communications between EMT counsel, including but not limited to Anthony Lepore,**

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**and/or Fletcher, Heald & Hildreth, and the Media Bureau regarding the Stations from 2006 through the present.**

To the extent filings made in the Commission's Consolidated Database System ("CDBS") by counsel to EMT are considered "written communications between EMT and the Media Bureau concerning the Stations from 2006 through the present," EMT respectfully posits that such filings are public and, therefore, may be obtained by the Bureau via the CDBS system.

Except as to those filing made in CDBS, the following documents are submitted in response to Request #11:

- a. Cover Letter from Federal Communications Commission, Media Bureau Services, re: KQQZ (AM) Facility ID#5281 – BOA-20091217ABS, KZQZ (AM) Facility ID#72391 -BOA-20091217ABT, WQQW(AM) Facility ID#90595 - BOA-20091217ABU, FCC Form 323 – Biennial Ownership Report (Dec. 17, 2009). Prepared by and retrieved from the files of Anthony T. Lepore.
- b. Letter from Anthony T. Lepore to Marlene H. Dortch re: Construction Permit for KQQZ (AM) (Facility ID#5281), DeSoto, MO (Feb. 9, 2010) (requesting cancellation of construction permit). Prepared by and retrieved from the files of Anthony T. Lepore.
- c. Motion for Extension of Time to File a Response to Informal Objection (April 28, 2010). Prepared by and retrieved from the files of Anthony T. Lepore.
- d. Letter from Anthony T. Lepore to Marlene H. Dortch re: WQQX (AM) Facility ID#72815 – East St. Louis, IL (June 25, 2010) (requesting waiver of biennial ownership report for WQQX). Prepared by and retrieved from the files of Anthony T. Lepore.
- e. Cover letter from Anthony T. Lepore to Marlene H. Dortch re: Response to Informal Objection of Radio Disney (May 7, 2010) (draft version; copy of filed original unavailable). Prepared by and retrieved from the files of Anthony T. Lepore.
- f. Response to Informal Objection of Radio Disney (May 7, 2010). Prepared by and retrieved from the files of Anthony T. Lepore.
- g. Letter from Anthony T. Lepore to Marlene Dortch re: KQQZ (AM) Facility ID#5281 – University City, MO (June 25, 2010) (requesting waiver of

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biennial ownership report for KQQZ). Prepared by and retrieved from the files of Anthony T. Lepore.

- h. Letter from Anthony T. Lepore to Marlene H. Dortch re: KQQZ (AM) Facility ID#5281 – De Soto, MO, 2010 FCC Regulatory Fee Reconsideration/Refund Request (Aug. 23, 2010). Prepared by and retrieved from the files of Anthony T. Lepore.
- i. Letter from Anthony T. Lepore to Marlene H. Dortch re: WQQX (AM) Facility ID#72815 – East St. Louis, IL (Oct. 10, 2010) (requesting delay of action on modification of license). Prepared by and retrieved from the files of Anthony T. Lepore.
- j. Petition for Reconsideration (of dismissal of WQQX minor change construction application) (July 8, 2011). Prepared by and retrieved from the files of Anthony T. Lepore.
- k. Cover Letter from Federal Communications Commission, Media Bureau Services, re: KQQZ (AM) Facility ID#5281 –University City, MO - BOA-20111101AAB, KZQZ (AM) Facility ID#72391 – St. Louis, MO – BOA-20111101AAC, WQQW (AM) Facility ID#90598 – Highland, IL – BOA-20111101AAD, WQQX (AM) Facility ID#72815 – E. St. Louis, IL – BOA-20111101AAE (Nov. 1, 2011). Prepared by and retrieved from the files of Anthony T. Lepore.
- l. Cover Letter from Anthony T. Lepore to Federal Communications Commission, Media Bureau, re: KQQZ (AM), Fairview Heights, IL – Facility ID#5281, BMP-20120628AAL, FCC Form 301 – Application for Modification of Construction Permit (June 28, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.
- m. Cover Letter from Anthony T. Lepore to Federal Communications Commission, Media Bureau, re: WQQX (AM) Facility ID#72815 – East St. Louis, IL - ARN#20120709ACP, FCC Form 303-S – License Renewal Application (July 9, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.
- n. Cover Letter from Anthony T. Lepore to Federal Communications Commission, Media Bureau, re: WQQW (AM) Facility ID#90598 – Highland, IL - ARN#20120709ACO FCC Form 303-S – License Renewal Application (July 9, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.
- o. Letter from Son Nguyen, Supervisory Engineer, Audio Division, Media Bureau, to Entertainment Media Trust, Dennis J. Watkins (July 20, 2012). Retrieved from the files of Anthony T. Lepore.
- p. Letter from Anthony T. Lepore to Marlene H. Dortch re: KZQZ (AM), St. Louis, MO -Facility ID#72391, BL-20120403AED - Amendment to FCC

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Form 302-AM, Request for Expanded Program Test Authority (Aug. 17, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.

- q. Letter from Anthony T. Lepore to Federal Communications Commission, re: 2012 Regulatory Fees – FCC Voucher # E002193330 (Sept. 6, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.
- r. Letter from Anthony T. Lepore to Marlene H. Dortch re: KZQZ (AM), St. Louis, MO -Facility ID#72391, BL-20120403AED – Amendment to FCC Form 302-AM, Request for Extension of Program Test Authority (Sept. 24, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.
- s. Letter from Anthony T. Lepore to Marlene H. Dortch re: KQQZ 302 KQQZ (AM), Fairview Heights, IL -Facility ID#5281, BL-20120403AEE – Amendment to Application for License to Cover, Certification of Ownership Report Per 47 CFR §73.3615 (Feb. 21, 2013). Prepared by and retrieved from the files of Anthony T. Lepore.
- t. Letter from Anthony T. Lepore to Marlene H. Dortch re: KQQZ (AM), Fairview Heights, IL -Facility ID#5281 BL-20120403AEE -Request for Extension of Program Test Authority (June 21, 2013). Prepared by and retrieved from the files of Anthony T. Lepore.
- u. Letter from Anthony T. Lepore to EEO Staff – Policy Division, FCC –Media Bureau, re: WQQX (AM) East St Louis, IL – Facility ID #72815 Response to EEO Audit Letter dated June 10, 2014 (June 30, 2014). Prepared by and retrieved from the files of Anthony T. Lepore.
- v. Comments of Entertainment Media Trust, *In re Requiring Cable and Satellite Systems to File Their Physical Public Files in the FCC-Hosted Online Database*, MB Docket No. 14-127 (Aug. 27, 2014). Prepared by and retrieved from the files of Anthony T. Lepore.
- w. Reply Comments of Entertainment Media Trust, *In re Requiring Cable and Satellite Systems to File Their Physical Public Files in the FCC-Hosted Online Database*, MB Docket No. 14-127 (Sept. 23, 2014). Prepared by and retrieved from the files of Anthony T. Lepore.
- x. Comments of Entertainment Media Trust, *In re Expansion of Online Public File Obligations to Cable and Satellite TV Operators and Broadcast and Satellite Radio Licensees*, MB Docket No. 14-127 (Feb. 13, 2015). Prepared by and retrieved from the files of Anthony T. Lepore.
- y. Email correspondence between Davina Sashkin, Joan George and Irene Bleiweiss, June 11 and June 20, 2016 (re: request for extension of time). Retrieved from the files of Davina Sashkin.

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- z. Opposition to Petition to Deny (Nov. 15, 2016). Prepared by and retrieved from the files of Anthony T. Lepore (unsigned final version only; signed, submitted version not available).
- aa. Motion for Extension of Time to File Opposition to Petition to Deny (Oct. 28, 2016). Prepared by and retrieved from the files of Anthony T. Lepore (unsigned final version only; signed, submitted version not available).
- bb. Email correspondence between Davina Sashkin and Michael Wagner, July 28-29, and September 2 and 8, 2015 (re: potential consent decree settlement of petition to deny). Retrieved from the files of Davina Sashkin.
- cc. Email correspondence between Anthony T. Lepore and Michael Wagner, March 9, 2015 (re: Procedural Question). Retrieved from the files of Anthony T. Lepore.
- dd. Email correspondence between Davina Sashkin, Anthony T. Lepore, and Irene Bleiweiss, July 16-17, 2019 (re: Watkins address change). Retrieved from files of Davina Sashkin.
- ee. Email correspondence between Anthony T. Lepore and James Bradshaw, Aug. 1 and 5, 2019 (re: amending license renewal applications). Retrieved from filed of Anthony T. Lepore.
- ff. Letter from Anthony T. Lepore to Marlene Dortch, Re: Amendments to Form 303-S Renewal Applications BR-2012092JAAW- KZQZ-Facility ID #72391, BR-2012092JABA - KQZQ-Facility ID #5281, BR-20120709ACP-KFTK - Facility ID #72815, and BR-20120709ACO-WQQW- Facility ID # 90598 (Aug. 20, 2019). Prepared by and retrieved from the files of Anthony T. Lepore.

**12. All written communications between EMT and the Bureau concerning the Stations from 2006 through the present, including but not limited to communications between EMT counsel, including but not limited to Anthony Lepore, and/or Fletcher, Heald & Hildreth, and the Bureau regarding the Stations from 2006 through the present.**

EMT assumes that emails from Davina Sashkin, Anthony Lepore and/or Seth Williams to Pamela Kane and/or Jeffrey Gee of the Bureau related to this proceeding need not be produced in response to this Request #12, as the Bureau already has those written communications in its immediate possession.

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In response to Request #12, the following documents are attached:

- a. Notice of Apparent Liability, File Number EB-10-KC-0020 / NAL No. 201132560003 (WQQW/WQQX), DA 11-902 (May 19, 2011). Retrieved from the files of Anthony T. Lepore.
- b. Notice of Apparent Liability, File Number EB-10-KC-0020 / NAL No. 201132560003, DA 11-900 (May 19, 2011). Retrieved from the files of Anthony T. Lepore.
- c. Email correspondence between Diane Law-Hsu and Anthony T. Lepore (cc: Sharon Webber) (June 10 and 11, 2011). Retrieved from the files of Anthony T. Lepore.
- d. Request for Reduction of Forfeiture (WQQW/WQQX) (June 13, 2011). Prepared by and retrieved from the files of Anthony T. Lepore.
- e. Request for Reduction of Forfeiture (KZQZ/KQQZ) (June 13, 2011). Prepared by and retrieved from the files of Anthony T. Lepore.
- f. Letter from Anthony T. Lepore to Diane Law-Hsu re: KZQZ/KQQZ NAL No. 20113256003 (July 8, 2011). Prepared by and retrieved from the files of Anthony T. Lepore.
- g. Letter from Ronald D. Ramage to Dennis J. Watkins, Trustee, Entertainment Media Trust, Re: File No. EB-FIELDSCR-12-00003064 (July 5, 2012). Obtained from KQQZ public inspection file.
- h. Letter from EMT to Enforcement Bureau – Kansas City Office, Ronald D. Ramage, responding to July 2, 2012 telephone call with Ronald D. Ramage (July 5, 2012). Retrieved from the files of Anthony T. Lepore and prepared by multiple EMT employees or contractors, including Bob Morrow (technical consultant) and Romanik.
- i. Response of EMT to Enforcement Bureau - Chicago Office re NOV No: V201232320009 (WQQX) (Oct. 2, 2012), prepared by and retrieved from the files of Anthony T. Lepore.
- j. Supplemental Response of EMT to Enforcement Bureau - Chicago Office re NOV No: V201232320009 (WQQX) (Nov. 7, 2012). Prepared by and retrieved from the files of Anthony T. Lepore.
- k. Forfeiture Order, File No. EB-10-KC-0020 (KZQZ/KQQZ), DA 13-355 (Mar. 7, 2013). Retrieved from the files of Anthony T. Lepore.

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1. Forfeiture Order, File No. EB-10-CG-0080 (WQQW/WQQX), DA 14-392 (Mar. 24, 2014). Retrieved from the files of Anthony T. Lepore.

**13. A complete copy of the EMT 2012 Opposition, EMT 2016 Opposition, and EMT LOI Response with all exhibits and attachments.**

The following documents are attached hereto in repose to Request #12:

- a. EMT Opposition to Petition to Deny, filed Dec. 12, 2012. Prepared by and retrieved from the files of Davina Sashkin.
- b. EMT Opposition to Petition to Deny, filed Nov. 16, 2016. Prepared by and retrieved from the files of Anthony T. Lepore.
- c. EMT Response to Letter of Inquiry (1800B3-IB), filed July 2, 2018. Prepared by and retrieved from the files of Davina Sashkin.

**14. All written communications between Watkins and John Pierce regarding the Stations.**

While there may have been written communication and/or agreements responsive to this Request #14 in existence contemporaneous with the engagement of John Pierce by EMT beginning in late 2005, Watkins does not recall the existence of such communications and has not retained correspondence from the relevant time period to be able to definitively confirm or deny the existence of such written communications. As previously disclosed to the Bureau, John Pierce is deceased. Counsel to EMT sought the assistance of Mr. Pierce's former assistant, Jamie Rasnick, who reported to Lepore that the majority of documents in Mr. Pierce's files were destroyed after his death. A request made by Lepore to Mr. Pierce's daughter for documents or correspondence related to Mr. Pierce's engagement with EMT has gone unanswered. Therefore, there are no known responsive documents in existence to produce.



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**15. All written communications between Watkins and Stephen Romanik and/or Watkins and Romanik concerning the formation of EMT.**

Other than the drafts responsive to Request #1, there were no written communications between Watkins and Stephen Romanik or between Watkins and Romanik regarding the formation of EMT; there are therefore no documents to produce in response to Request #15.

**16. All written communications between Watkins and Romanik and/or Watkins and Sanders concerning the formation of EMT #2.**

There were no written communications between Watkins and Stephen Romanik or between Watkins and Romanik regarding the formation of EMT #2; there are therefore no documents to produce in response to Request #16.

**17. Documents constituting the statements from any bank accounts opened in the name of EMT dated from January 1, 2006 through the present.**

There are no bank accounts in the name of EMT; there are therefore no documents to produce in response to Request #17.

**18. Documents sufficient to show each programming decision made by Watkins for the Stations.**

Decisions by Watkins regarding programming for the Stations were not rendered in writing; there are therefore no documents to produce in response to Request #18.

**19. Documents sufficient to show all certificates of commercial general liability insurance held by EMT for each of the Stations.**

Attached hereto as Document #19 is a copy of the certificate of commercial liability insurance that expired in 2017. EMT was unable to locate a copy of its current policy

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certificate in the allotted time to respond and will request a copy from the insurer. EMT will supplement this response as soon as such document is obtained.

**20. Documents sufficient to identify who paid for commercial general liability insurance held by EMT for each of the Stations.**

EMT objects to this request, as it seeks documents of a non-party entity not in the custody of EMT. EMT has reported previously that Insane pays all of the expenses related to the Stations, and that would include commercial liability insurance held by EMT for the stations. Accordingly, EMT has no documents to produce in response to Request #20.

**21. All documents related to EMT's application for a new FM translator to rebroadcast WQQW.**

Attached hereto in response to Request #21 are emails exchanged between Lepore and John Garziglia regarding settlement of mutually-exclusive applications for new FM translators. Except for the applications for a new FM translator filed with the Commission via CDBS, which are public, other documents responsive to this request constitute communications between EMT and its agents with legal counsel and are therefore not produced because they are subject to the attorney-client privilege. *See* Privilege Log #21.

**22. Documents identifying all payments made from Insane to EMT in accordance with Schedule A to the 2018 LPMA.**

No documents responsive to Request #22 are available at this time. EMT will produce such documents as soon as they may be obtained.

**23. Documents identifying all costs incurred by EMT "in association with the operation of the Programmed Stations as FCC Licensee, including, but not limited to, utilities, rents, insurance, licensing fees, FCC Regulatory Fees and all other items**

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**necessary and incident to the operation of the Programmed Stations” as well as “for any repairs or capital improvements necessary for the Programmed Stations to continue licenses operations” for which it was owed reimbursement by Insane in accordance with Schedule A to the 2018 LPMA.**

No documents responsive to Request #23 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

**24. Documents identifying all income made by the Trust and/or the Trust #2.**

No documents responsive to Request #24 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

**25. Documents identifying all payments made by the Trust and/or the Trust #2 to Stephen Romanik and/or Sanders.**

No payments have been made by the Trust or Trust #2 to Stephen Romanik or Sanders. There are therefore no documents to produce in response to Request #25.

**26. In the EMT LOI Response at Answer 13, EMT represented to the Media Bureau that Stephen Romanik and Sanders each requested that “income earned by the Trust be directed to Insane for use in Station operations.” Provide documents sufficient to show that Stephen Romanik and Sanders each requested that “income earned by the Trust be directed to Insane.”**

The requests from Stephen Romanik and Sander to Watkins to direct income of the Trust to Insane for the operation of the Stations were oral and not reduced to writing; therefore there are no documents to produce.

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**27. Documents identifying all payments made by the Trust and/or the Trust #2 to Insane.**

No documents responsive to Request #27 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

**28. In the EMT LOI Response at Answer 8, EMT represented to the Media Bureau that “all costs and expenses for the Stations specified in the question have been, and continue to be, paid by Insane.” Provide all documents demonstrating that Insane has paid, and continues to pay, all of the costs and expenses specified in the EMT LOI at Question 8, including but not limited to bank records, cancelled checks, and Insane’s state and Federal tax returns.**

EMT objects to this request, as it seeks documents of a non-party entity not in the custody of EMT. Accordingly, EMT has no documents to produce in response to Request #28.

**29. Provide all documents demonstrating who pays and has paid each of the Operating Costs, as that term is used in Schedule A to the 2018 LPMA, incurred in the operation of the Stations from January 1, 2006 to the present.**

No documents responsive to Request #29 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

**30. Provide all documents demonstrating who pays and has paid “for any repairs or capital improvements necessary for the Programmed Stations to continue licenses operations” as that phrase is used in Schedule A to the 2018 LPMA.**

No documents responsive to Request #30 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

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**31. Documents sufficient to show the affidavit by Watkins referenced in paragraph (e) of the Assignment of Beneficial Interest.**

The affidavit by Watkins is incorporated into the Assignment of Beneficial Interest and attached hereto in EMT's response to Request #4.

**32. Documents sufficient to show all monthly lease installment invoices from EMT to Entercom and the payments made thereto.**

No documents responsive to Request #32 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

**33. Documents sufficient to identify all current and former employees and/or consultants hired by EMT.**

EMT has never had any employees or nor has it hired consultants; therefore there are no documents to produce in response to Request #33.

**34. Documents sufficient to identify all current and former employees and/or consultants hired by Insane.**

EMT objects to this request, as it seeks documents of a non-party entity not in the custody of EMT. Accordingly, EMT has no documents to produce in response to Request #34.

**35. In response to Bureau RFA Request No. 29, EMT admits that "Watkins communicated with Stephen Romanik concerning the administration . . . of the Stations." Provide all written communications between Watkins and Stephen Romanik concerning the administration of the Stations.**

To the best of Watkins' recollection, Watkins and Stephen Romanik only communicated orally regarding the administration of the Stations. There are therefore no documents to produce in response to Request #35.

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**36. In response to Bureau RFA Request No. 29, EMT admits that “Watkins communicated with Stephen Romanik concerning the . . . programming of the Stations.” Provide all written communications between Watkins and Stephen Romanik concerning the programming of the Stations.**

To the best of Watkins’ recollection, Watkins and Stephen Romanik only communicated orally regarding the programming of the Stations. There are therefore no documents to produce in response to Request #36.

**37. In response to Bureau RFA Request No. 44, EMT admits that “Stephen Romanik and Watkins regularly met and discussed the Stations’ FCC compliance.” Provide all written communications between Watkins and Stephen Romanik concerning the Stations’ FCC compliance.**

To the best of Watkins’ recollection, Watkins and Stephen Romanik only communicated orally regarding the FCC compliance of the Stations. There are therefore no documents to produce in Response to Request #37.

**38. In response to Bureau RFA Request No. 46, EMT admits that “Watkins ultimately controlled decisions related to the Stations’ ‘operational standards.’” Provide all documents demonstrating how Watkins ultimately controlled decisions related to the Stations’ operational standards.**

To the best of Watkins’ recollection, Watkins communicated orally with Stephen Romanik, Sanders, employees and contractors of the Stations regarding the operational standards of the Stations. There are therefore no documents to produce in response to Request #38.

**39. In response to Bureau RFA Request No. 47, EMT admits that “Watkins ultimately controlled decisions related to the Stations’ finances.” Provide all documents**

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**demonstrating how Watkins ultimately controlled decisions related to the Stations' finances.**

To the best of Watkins' recollection, Watkins communicated orally to Stephen Romanik, Sanders, and Station employee about decisions and policies regarding the Stations' finances. There are therefore no documents to produce in response to Request #39.

**40. In response to Bureau RFA Request No. 31, EMT admits that "Watkins communicated with Stephen Romanik concerning the Stations' finances." Provide all written communications between Watkins and Stephen Romanik concerning the Stations' finances.**

To the best of Watkins' recollection, Watkins and Stephen Romanik only communicated orally regarding the Stations' finances. There are therefore no documents to produce in Response to Request #40.

**41. In response to Bureau RFA Request No. 104, EMT admits that the "routine payroll, accounting, and administrative support functions for the Stations... was at all times subject to the ultimate control of EMT." Provide all documents demonstrating how EMT exercised control over the routine payroll, accounting, and/or administrative support functions for the Stations.**

Watkins oversaw the payroll, accounting and administrative support of the Stations provided by Stephen Romanik and Sanders, as well as employees of Insane. To the best of Watkins' recollection, Watkins communicated orally with these individuals in executing his oversight. There are therefore no documents to produce in Response to Request #41.

**REDACTED FOR PUBLIC INSPECTION**

**42. In response to Bureau RFA Request No. 108, EMT admits that it “supervised and controlled the Stations’ daily operations.” Provide all documents demonstrating how EMT supervised and controlled the Stations’ daily operations.**

Watkins exercises supervision and control of the Stations’ daily operations by being present at the Stations communicating by phone, interfacing orally with vendors, on-air talent, and with staff of the Stations on a regular basis. To the best of Watkins’ recollection, there are no written communications to produce in response to Request #42.

**43. In response to Bureau RFA Request No. 102, EMT admits that Watkins “made hiring and firing decisions in consultation with Stephen Romanik.” Provide all documents demonstrating that Watkins made hiring and firing decisions in consultation with Stephen Romanik.**

To the best of Watkins’ recollection, Watkins and Stephen Romanik only communicated orally regarding hiring and firing decisions regarding Station personnel. There are therefore no documents to produce in response to Request #43.

**44. In response to Bureau RFA Request No. 118, EMT admits that “Watkins directed Stephen Romanik’s supervision of all Station employees.” Provide all documents demonstrating how Watkins directed Stephen Romanik’s supervision of all Station employees.**

To the best of Watkins’ recollection, Watkins and Stephen Romanik only communicated orally regarding the supervision of Station employees. There are therefore no documents to produce in response to Request #44.

**45. In response to Bureau RFA Request No. 119, EMT admits that “Stephen Romanik carried out decisions made by Watkins concerning the hiring or firing of**



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**Station employees.” Provide documents sufficient to show each decision Watkins made concerning the hiring or firing of Station employees.**

To the best of Watkins’ recollection, Watkins and Stephen Romanik communicated orally regarding hiring or firing of Station employees. There are therefore no documents to produce in response to Request #45.

**46. All written communications between Watkins and Sanders concerning the administration and/or programming of the Stations.**

Watkins and Sanders communicate orally on a regular basis regarding the administration and programming of the Stations. There are therefore no documents to produce in response to Request #46.

**47. All written communications between Watkins and Sanders regarding the Stations’ programming policies.**

Other than the policies outlined in the 2018 LPMA, Watkins and Sanders have only communicated orally regarding programming policies of the Stations. There are therefore no documents to produce in response to Request #47.

**48. All written communications between Watkins and Sanders regarding the Stations’ finances.**

Watkins and Sanders communicate orally on a regular basis regarding the Stations’ finances. There are therefore no documents to produce in response to Request #48.

**REDACTED FOR PUBLIC INSPECTION**

**49. All written communications between Watkins and Sanders regarding the Stations' financial policies.**

Other than the policies outlined in the 2018 LPMA, Watkins and Sanders have only communicated orally regarding the financial policies of the Stations. There are therefore no documents to produce in response to Request #49.

**50. All written communications between Watkins and Sanders concerning the hiring or firing of Station employees.**

Watkins and Sanders communicate orally as needed regarding the hiring of Stations personnel (there have been no employee firings since Sanders assumed control of Insane). There are therefore no documents to produce in response to Request #50.

**51. All written communications between Watkins and Sanders concerning the Stations' personnel policies.**

Other than the policies outlined in the 2018 LPMA, Watkins and Sanders have only communicated orally regarding the personnel policies of the Stations. There are therefore no documents to produce in response to Request #51.

**52. Documents sufficient to show all versions of the programming policies for the Stations referred to by EMT in its response to Bureau RFA Request No. 105.**

The 2018 LPMA details the majority of programming policies established by EMT for the Stations. In addition to the policies in the 2018 LPMA, Watkins has orally instructed Station staff and talent, including Romanik, specifically regarding indecency and profanity policies. There are no writings documenting these policies, and therefore no additional documents to produce in response to Request #52.

**REDACTED FOR PUBLIC INSPECTION**

**53. Documents sufficient to show all versions of the policies governing Station personnel referred to by EMT in its response to Bureau RFA Request No. 106.**

The 2018 LPMA details many of the policies established by EMT for Station personnel. Other policies were orally delivered to personnel by Watkins; there are therefore no additional documents to produce in response to Request #53.

**54. Documents sufficient to show all versions of the policies governing Station finances referred to by EMT in its response to Bureau RFA Request No. 107.**

Other than the policies outlined in the 2018 LPMA, Watkins has only communicated orally regarding the financial policies of the Stations. There are therefore no documents to produce in response to Request #54.

**55. In response to Bureau RFA Request No. 109, EMT admits that Watkins “made employment decisions in collaboration with Sanders.” Provide documents sufficient to show each employment decision Watkins made in collaboration with Sanders.**

As previously stated, Watkins and Sanders communicate orally as needed regarding the hiring of Stations personnel (there have been no employee firings since Sanders assumed control of Insane). There are therefore no documents to produce in response to Request #55.

**56. In response to Bureau RFA Request No. 149, EMT admits that “Sanders . . . provided input at the request of Watkins in employment decisions at the Stations.” Provide documents sufficient to show all of the input Sanders provided at the request of Watkins in employment decisions at the Stations.**

## **REDACTED FOR PUBLIC INSPECTION**

As stated above, Watkins and Sanders communicate orally as needed with regard to employment decisions at the Stations. There are therefore no documents to produce in response to Request #56.

**57. In response to Bureau RFA Request No. 150, EMT admits that "Romanik . . . provided input at the request of Watkins in hiring and firing decisions at the Stations." Provide documents sufficient to show all of the input Romanik provided at the request of Watkins in hiring and firing decisions at the Stations.**

From time to time, Watkins has solicited and received from Romanik oral input regarding hiring and firing decisions at the Stations. None of these communications were rendered in writing; there are therefore no documents to produce in response to Request #57.

**58. In response to Bureau RFA Request No. 114, EMT admits that it set the policies governing Station personnel in consultation with Sanders. Provide documents sufficient to show that EMT set the policies governing Station personnel in consultation with Sanders.**

From time to time, Watkins has requested and received from Sanders oral input on policies governing Station personnel. None of these communications were rendered in writing; there are therefore no documents to produce in response to Request #58.

**59. Documents sufficient to show the policies governing Station personnel that EMT set in consultation with Sanders.**

None of the personnel policies arrived at by Watkins, to the extent any were not already outlined in the 2018 LPMA, were reduced to writing; there are therefore no documents to produce in response to Request #59.

**REDACTED FOR PUBLIC INSPECTION**

**60. In response to Bureau RFA Request No. 115, EMT admits that it set the policies governing Station finances in consultation with Sanders. Provide documents sufficient to show that EMT set the policies governing Station finances in consultation with Sanders.**

Watkins and Sanders communicate orally on a regular basis regarding the finances of the Stations. To the extent policies were established in consultation with Sanders in this manner, none have been reduced to writing. There are therefore no documents to produce in response to Request #60.

**61. Documents sufficient to show the policies governing Station finances that EMT set in consultation with Sanders.**

As discussed above, no policies governing the Station finances have been memorialized in writing. There are therefore no documents to produce in response to Request #61.

**62. All written communications between Watkins and Romanik regarding the purchase of a translator for Station WQQW.**

All communications between Watkins and Romanik regarding the purchase of a translator for Station WQQW were conducted orally. There are therefore no documents to produce in response to Request #62.

**63. All written communications between Watkins and Romanik regarding EMT's application to construct a new FM translator.**

There were no written communications between Watkins and Romanik regarding EMT's application to construct a new FM translator. There are therefore no documents to produce in response to Request #63.

**REDACTED FOR PUBLIC INSPECTION**

**64. All written communications between Watkins and John Scheper regarding the Stations.**

To the best of Watkins' recollection, Watkins and John Scheper only communicated orally regarding the Stations. There are therefore no documents to produce in response to Request #64.

**65. In the EMT LOI Response at Answer 7, EMT represented to the Media Bureau that "Ms. Sanders has from time to time loaned to Licensee small amounts of funds for Station operating expenses, for a total of approximately \$25,000.00." Provide documents sufficient to show that "Ms. Sanders has from time to time loaned to Licensee small amounts of funds for Station operating expenses, for a total of approximately \$25,000.00," including but not limited to documents sufficient to show the amount of the loan, the terms of the loan, the date on which the loan was made, the operating expense for which the loan was made, and why EMT needed the loan.**

No documents responsive to Request #65 are available at this time. EMT pledges to produce such documents as soon as they may be obtained.

**66. Documents sufficient to show that EMT repaid any loan(s) made by Sanders to EMT.**

EMT has not repaid the loans made by Sanders; there are therefore no documents to produce that would show such loan repayments.

**67. In response to Bureau RFA Request No. 154, EMT admits that "Watkins communicated with Romanik concerning the terms of the Emmis LMA." Provide all written communications between Watkins and Romanik concerning the Emmis LMA.**

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Watkins only communicated orally with Romanik about terms of the Emmis LMA. There are therefore no documents to produce in response to Request #67.

**68. All written communications between Watkins and Emmis personnel concerning the Emmis LMA.**

Other than the Emmis LMA itself, to the best of Watkins' recollection, Watkins has only communicated orally with Emmis personnel. There are therefore no documents to produce in response to Request #70.

**69. All written communications between Watkins and Emmis personnel concerning the purchase of a translator for Station WQQW.**

Other than the Emmis LMA itself, Watkins primarily communicated orally with Emmis personnel. It is understood that there may have been email correspondence between John Beck (Emmis), and Watkins concerning the purchase of a translator for Station WQQW, but Watkins is currently unable to locate any such correspondence. There are therefore no documents to produce in response to Request #69. Should any responsive document be found during the course of this proceeding, EMT will immediately produce it to the Bureau.

**70. All written communications between Watkins and Emmis personnel concerning anything other than the Emmis LMA or the purchase of a translator for Station WQQW.**

Other than the Emmis LMA itself, to the best of Watkins' recollection, Watkins has only communicated orally with Emmis personnel. There are therefore no documents to produce in response to Request #70.

**71. In response to Bureau RFA Request No. 171, EMT admits that "Watkins conferred with other individuals (including Romanik) regarding whether to purchase a**

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**translator for Station WQQW.” All written communications between Watkins and “other individuals (including Romanik) regarding whether to purchase a translator for Station WQQW.”**

Watkins orally conferred with Romanik, Sanders, Scheper, and Lepore regarding whether to purchase a translator for Station WQQW.

**72. All written communications between Romanik and Emmis personnel concerning the Emmis LMA.**

To the extent Romanik, as an agent of EMT, may have engaged in written communications with Emmis personnel concerning the Emmis LMA, neither EMT nor Romanik can locate copies of such correspondence at this time. Should any responsive document be found during the pendency of this proceeding, EMT will immediately produce it to the Bureau.

**73. All written communications between Watkins and Sanders concerning the Emmis LMA.**

Watkins and Sanders communicated orally regarding Emmis LMA. There are therefore no documents to produce in response to Request #73.

**74. All written communications between Watkins and Stephen Romanik concerning the daily operations of the Stations.**

Watkins and Stephen Romanik communicated orally on a regular basis regarding the daily operations of the Stations. None of these communications were in writing. There are therefore no documents to produce in response to Request #74.



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**75. All written communications between Watkins and Romanik concerning the daily operations of the Stations.**

Watkins and Romanik have communicated orally regarding the daily operations of the Stations. None of these communications have been in writing. There are therefore no documents to produce in response to Request #75.

**76. All written communications between Watkins and Sanders concerning the daily operations of the Stations.**

Watkins and Sanders communicate orally on a regular basis regarding the daily operations of the Stations. None of these communications are in writing. There are therefore no documents to produce in response to Request #76.

**77. All written communications between Watkins and Stephen Romanik concerning payment of the costs and expenses specified in the EMT LOI at Question 8 and the Operating Costs as that term is used Schedule A to the 2019 [sic] LPMA.**

To the best of Watkins' recollection, Watkins and Stephen Romanik only communicated orally regarding the payment of costs and expenses for the Stations. There are therefore no documents to produce in response to Request #77.

**78. All written communications between Watkins and Romanik concerning payment of the costs and expenses specified in the EMT LOI at Question 8 and the Operating Costs as that term is used Schedule A to the 2019 [sic] LPMA.**

To the extent Watkins and Romanik may have communicated concerning the payment of costs and expenses of the EMT Stations, such communications would not have been in writing. There are therefore no documents to produce in response to Request #78.

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**79. All written communications between Watkins and Sanders concerning payment of the costs and expenses specified in the EMT LOI at Question 8 and the Operating Costs as that term is used Schedule A to the 2019 [sic] LPMA.**

Watkins and Sanders communicate on a regular basis concerning the payment of costs and expenses of the EMT Stations, but none of these communications have been in writing. There are therefore no documents to produce in response to Request #79.

**RESPECTFULLY SUBMITTED,**

\_\_\_\_\_/s/\_\_\_\_\_  
Davina Sashkin, Esq.  
Fletcher Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209  
(703) 812-0458  
sashkin@fhhlaw.com

\_\_\_\_\_/s/\_\_\_\_\_  
Anthony Lepore, Esq.  
Radiotvlaw Associates, LLC  
4101 Albemarle Street NW #324  
Washington, DC 20016-2151  
(202) 681-2201  
anthony@radiotvlaw.net

September 10, 2019

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**CERTIFICATE OF SERVICE**

I, Seth Williams, hereby certify that on this 10th day of September, 2019, a copy of the foregoing Amended Response to Request for Documents was served by email on the following:

Jeffrey Gee, Esq.  
Chief, Investigations & Hearings Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov)

Pamela Kane, Esq.  
Investigations & Hearings Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)

Howard M. Liberman, Esq.  
Robert Kirk, Esq.  
Wilkinson Barker Knauer  
1800 M Street, N.W., Suite 800N  
Washington, DC 20036  
[HLiberman@wbklaw.com](mailto:HLiberman@wbklaw.com)  
[RKirk@wbklaw.com](mailto:RKirk@wbklaw.com)  
*Counsel for Mark Kern*

Courtesy copies of the foregoing were also provided by email to the following:

The Honorable Jane Hinkley-Halprin  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[Jane.Halprin@fcc.gov](mailto:Jane.Halprin@fcc.gov)

John B. Adams  
Office of Administrative Law Judges  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[JohnB.Adams@fcc.gov](mailto:JohnB.Adams@fcc.gov)

/s/ Seth L. Williams

**PRIVILEGE LOG**

Request #4:

- a. Draft Assignment of Beneficial Interest, prepared by Anthony Lepore on June 16, 2016.

Request #5:

- a. Draft Administrative Services Agreement by and between Entertainment Media Trust and Insane Broadcasting Corporation, prepared by Anthony Lepore on May 28, 2018.
- b. Draft Local Marketing Agreement (Version 1) by and between Entertainment Media Trust, Dennis J. Watkins, Trustee, and Insane Broadcasting Corporation, prepared by Anthony Lepore on June 20, 2018.
- c. Draft Local Marketing Agreement (Version 2) by and between Entertainment Media Trust, Dennis J. Watkins, Trustee, and Insane Broadcasting Corporation, prepared by Anthony Lepore on June 20, 2018.

Response #21:

- a. Email correspondence between Anthony Lepore and Donald Lynch (cc: info@kzqz1430am.com), July 10, 2017, re: status of application and site selection for a new FM translator for WQQW.
- b. Email correspondence between Anthony Lepore and Donald Lynch, Aug. 8, Sept. 14-15, 2017, re: identification of mutually exclusive application and options for resolving mutual exclusivity.
- c. Email correspondence between Anthony Lepore and Terry Fox and Ray Brammer, July 17, 2017, re: information for Form 175 and identification of potential bidders.

December 26, 2012

Robert S. Romanik  
23 Townehall Estates Drive  
Belleville, Illinois 62223

Dennis J. Watkins  
100 West Main  
Belleville, Illinois 62221

Stephen Romanik II  
7515 Claymont Court, Unit 4  
Belleville, Illinois 62223

Robert, Dennis and Stephen:

Enclosed, for each of you, is a fully-signed, executed, original of the *NONJUDICIAL SETTLEMENT AGREEMENT*. Please note: on Thursday, December 20, after a discussion with Davina Sashkin (the FCC lawyer in Washington) it was realized that the trust actually existed as early as January 2006. Therefore, after a discussion with Bob, I changed the date in recital paragraph a, to indicate that the trust was formed “on or about January 1, 2006.” I reprinted the first page of the settlement agreement, with that change having been made.

Also enclosed is a copy of the *TRUST AGREEMENT* (the original is going to Bob’s attention). I also changed page 1 of that. Enclosed is a copy of the original version of it, showing the changes that were made. These were made in consultation with Davina Sashkin, as well, in order to correctly reflect the state of affairs regarding the trust. I apologize for those errors that were related to my work. Again, I will assume that you don’t have a problem with these. Bob was aware of the changes.

Feel free to contact me if you have questions about this or related matters.

Sincerely,

Paul H. Lauber

PHL:rlj  
Enclosures

September 9, 2019

Katrina M. Sanders  
23 Towne Hall Estates Drive  
Belleville, Illinois 62223

RE: Entertainment Media Trust #2

Ms. Sanders:

I represent Bob Romanik. As I assume you are aware, Bob has directed me to prepare some documents, to transfer radio station assets from a trust titled *Entertainment Media Trust*, to a new trust, of which you would be the grantor, to be designated *Entertainment Media Trust #2*. Dennis Watkins was and is the trustee. Stephen Romanik was the beneficiary. The documents described below are enclosed. I have prepared these documents at the direction of Bob. I do not represent you. I recommend that you confer with your own legal counsel, concerning the advisability of entering into this transaction and executing these documents. The following documents are enclosed:

1. **Assignment of Beneficial Interest in Trust**, Robert S. Romanik assignor to Katrina M. Sanders, assignee. This transfers the beneficial rights of Entertainment Media Trust from Bob to you;

2. **TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST #2**; Katrina Sanders, grantor; Dennis Watkins, trustee. This is a new trust that is being formed to own the radio station assets that, up until now, have been owned by Entertainment Media Trust.

3. **Assignment**. You are not a party to this document. This document is to be made by Dennis Watkins, in his capacity as trustee of Entertainment Media Trust, to Entertainment Media Trust #2, of which Dennis is also the trustee.

I suggest that you review these documents, and confer with legal counsel of your choosing, if you wish. Thank you for giving this matter your attention.

Sincerely,

Paul H. Lauber

PHL:rlm  
Enclosures  
pc: Bob Romanik  
Dennis Watkins

September 9, 2019

Dennis Watkins  
100 W. Main Street  
Belleville, Illinois 62220

RE: Entertainment Media Trust #2

Dennis:

Enclosed are the signed original copies of the following:

- Assignment of Beneficial Interest in Trust;
- TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST #2;
- Assignment (radio station assets, Entertainment Media Trust to Entertainment Media Trust #2).

With a copy of this letter I am sending a copy of all these documents to Robert Romanik, and a set to Katrina Sanders.

Thank you for your help and courtesy pertaining to this matter.

Sincerely,

Paul H. Lauber

PHL:rlm

Enclosures

pc: Robert S. Romanik  
Katrina M. Sanders

Dennis Watkins  
100 W. Main Street  
Belleville, Illinois 62220



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## Entertainment Media Trust

Entertainment Media Trust has been established in the State of Illinois for the purpose of setting up a sole Trust for Stephen Romanik II. Entertainment Media Trust has as its Executor and Trustee, Dennis James Watkins. Entertainment Media Trust has Stephen Romanik II as sole and one hundred percent beneficiary of said Trust and any and all assets and properties acquired by Entertainment Media Trust.



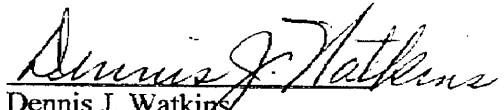
Stephen Romanik II  
Beneficiary

Katrina Sanders

Notary Public

Official Commission Expires

Jan. 7, 2008



Dennis J. Watkins  
Executor and Trustee

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Fax: 618-394-9937

Sender: Bob Romanik

client# 00078-01

Date: July 31, 2019

Pages: Two

Sent by: Tina Sanders

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July 31, 2019

Davina,

After reading what I had previously sent you, as I stated, Denny didn't know much about forming a trust for Stephen. We then had to reach out to a trust attorney who was unfamiliar to us, Paul Lauber.

As you are aware, we were having some difficulty getting this trust in order and proper.

The Entertainment Media Trust paper sent to you was nothing official, it was just sent to see if that would be the best way to handle this very confusing trust preparation! But, after talking to several local attorneys I was advised if I would loan this money for the purchase of these stations to Stephen, I would in essence still have control of the stations until Stephen paid off all the loans. This situation would certainly not have been to the FCC's liking, so this would not be able to be done. This was just sent to you in case it would have been a viable solution to this situation, but it wasn't.

The other option considered was to just give Stephen the money to purchase the stations on his own, but then it could be argued that it was my money, so in essence, it was still controlled by me. This

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is initially why I wanted a trust to keep things clean.

So these two routes were dismissed and we continued on to somehow put together a proper trust, which from the start, as you know the FCC had made quite difficult. Also, as you can see this document was never notarized and in the end, never authorized. Also, never dated because it was actually just a draft. This was just a preliminary draft sent to you for further consideration on the trust issue, nothing more.

As always, thank you for all you do, and call if you need anything else.

Sincerely,  
Bob

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Please Forward  
to  
Frank Montero  
&  
Devina Sushkin  
  
Thank you

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Reverna,

I would like to pursue  
a complaint concerning  
Mr. Helmick's unethical and  
possible criminal conduct  
through his regulatory attorney  
agency. I'm going to file  
some complaints with the Illinois  
Bar Association Disciplinary Commission  
on Attorney Bob Sproule and Mr.  
Helmick concerning their questionable actions.

I don't know if this is of  
any value concerning their complaint,  
but either way, I want to  
pursue this avenue.

Thanks  
Bar

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11/23/2012

Anthony, Frank, and Devena,

First and foremost, I want to again thank you all for your valuable assistance in this matter. It is greatly appreciated.

Also, Enclosed is a copy of the other part of the original Entertainment Media Trust. When the FCC requested a copy of the trust, we sent them the actual trust page, but not the second page. They never requested any other information and approved the trust and the qualifications of my son, Stephen Romanik II, as beneficiary of being the license holder. We would have sent the second page of the trust documentation if requested or we would have redone the trust to meet their approval. If this second page is beneficial to us, great, if not, please disregard.

Also, a question. No one challenged the approval of any of the four (4) initial license applications and they had the allotted time period the FCC provides, and the right to do so, and no one ever filed a single objection or complaint. Now, on renewal, they question the validity of the trust. Isn't this something that should have been objected to during the initial application process, not after the FCC has approved four separate applications on four separate occasions. Isn't during a renewal the FCC objection period supposed to be on how the station has been operated and if they serve the interest of the community, which we definitely do in a positive way. I would think since the FCC has already approved all licenses, it would be too late for anyone to challenge the process! Also, when forming the trust, Dennis J. Watkins, who does not specialize in trusts or estate planning, was informed that all a trust agreement needed was an asset, a beneficiary, and a trustee. That's what was addressed in questioned trust agreement. As you see, it is totally transparent, not hundreds of pages of convoluted language.

We have contacted, Paul Lauber, a trust attorney, who has been made aware of the situation. I assume he will prepare a trust that may be somewhat more in order of a typical trust agreement. If not, as my son, Stephen Romanik II, who is qualified to hold the licenses, the license could be transferred from the trust to sole ownership, if possible.

Again, we thank all of you for assisting us with this matter.



Bob Romanik

cc: Anthony Lepore  
Paul Lauber

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## Entertainment Media Trust

Entertainment Media Trust is established for the Trust and estate planning for Stephen Romanik II. Entertainment Media Trust is an irrevocable trust with Stephen Romanik II being the sole and one hundred percent (100%) beneficiary of said trust. This irrevocable trust is established to provide for the future benefit and estate planning for Stephen Romanik II. Dennis Watkins has been appointed Trustee for Entertainment Media Trust and assumes all fiduciary duties of said trust. Entertainment Media Trust, at the Trustees discretion, may acquire Radio properties from borrowed funds ( future assets of Stephen Romanik II) provided by Robert S. Romanik.

Said borrowed funds to be paid back at at the interest rate of 3%. Payments for said monies will commence after Entertainment Media Trust reaches a secure and profitable cash. No payments will be required until which time Entertainment Media Trust accomplishes it's financial position.

If a positive cash flow and profit is not obtained, Entertainment Media Trust with Stephen Romanik II, as sole and 100% beneficiary of said irrevocable trust may use any additional monies obtained through further estate planning or trusts to make payments to Entertainment Media Trust.

Further monies from additional estate planning established for Stephen Romanik II are pledged as collateral for any and all borrowed funds for the purchase of radio properties through Entertainment Media Trust.

  
Dennis J. Watkins  
Executor & Trustee

  
Robert S. Romanik



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Devena,  
 This is the attorney I'll  
 be using to court the Trust, if  
 needed.  
 Thank again Bob

Serving Illinois Individuals for More Than 30 Years  
 Pursuing your interests with integrity

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### Practice Areas

- Trust & Estates
- Estate Planning/Probate Administration
- Real Estate General

[More](#)

### Our Address

**Paul H. Lauber,  
 Attorney at Law**  
 3B Club Centre Court  
 Edwardsville, IL 62025-3519

Phone: 618-692-9080  
 Fax: 618-692-9105

[View Map](#)

### Quick Contact

Name \*

Email \*

Comment \*

[Submit](#)

The estate planning process can be overwhelming and emotionally difficult, and state laws and procedures vary greatly. So it is important to consult with a firm that has the skills and knowledge in estate planning to ensure that your assets are passed to your heirs in the manner you feel is appropriate. I have my more than 30 years of legal experience, and established my solo practice in 1995 to help families and businesses make wise decisions about the future.

My law firm provides confidential, individualized counsel and advice. My office is renowned for formulating and implementing clients' estate planning objectives in a tax-efficient manner. For my professionalism and ethics, I have earned a BVQ Distinguished Peer Review Rating by Martindale-Hubbell®.

Paul H. Lauber, Attorney at Law regularly handles:

- |                            |                       |
|----------------------------|-----------------------|
| • Business law             | • Estate planning     |
| • Real estate transactions | • Probate             |
| • Wills                    | • Commercial law      |
| • Trusts                   | • Business litigation |

### Personalized legal service

I take the time to learn about you, your family and your assets. While many consumers bypass lawyers and

<http://www.lauberlaw.com/>

Response to Request 1

11/23/2012

**TRUST AGREEMENT  
OF  
THE ENTERTAINMENT MEDIA TRUST**

I, ROBERT S. ROMANIK, have transferred ten dollars to DENNIS J. WATKINS, as trustee. That asset and any other assets received by the trustee (the "trust estate") shall be held in trust subject to the provisions of this instrument.

This Trust Agreement is entered into by the parties pursuant to a nonjudicial settlement agreement under Section 16.1 of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 et seq. All interested persons have entered into a binding nonjudicial settlement with respect to this trust. This instrument is a restatement of an instrument titled *Entertainment Media Trust*, signed by Stephen Romanik II and Dennis J. Watkins,

**Article 1  
Introduction**

**1.1 Trust Beneficiary.** The initial and primary beneficiary of this trust is STEPHEN ROMANIK II. He is hereafter referred to as "the Beneficiary," or "Stephen."

**1.2 Trust Assets.** Certain assets have previously been transferred to the trust.

The following radio tower sites have been acquired by the trust:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

The following FCC Commercial Broadcast Station licenses have been acquired by the trust:

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	University City, MO	AM
KZQZ	72391	St.. Louis, MO	AM
WQQW	90598	Highland, MO	AM
WQQX	72815	East St. Louis, Mo	AM



**1.3 Name of Trust.** The name of this trust shall be the *Entertainment Media Trust*.

**Article 2  
Trust Irrevocable**

This instrument and the trusts established under this instrument are unamendable and irrevocable.

**Article 3  
Trust Distributions**

**3.1 Mandatory Payment of Income.** The trustee shall pay all the income to the Stephen, at lease annually.

**3.2 Discretionary Payment of Principal.** The trustee may pay to the Stephen as much of the principal as the trustee from time to time considers necessary for his health, maintenance in reasonable comfort, or education.

**3.3 Lifetime Withdrawal of Principal.** After Stephen has attained age 50, the trustee shall distribute as much of the principal to him as he from time to time requests by written instrument delivered to the trustee during the child's life.

**3.4 Power of Appointment at Death.** On his death, the trustee shall distribute the trust assets to any one or more persons, organizations, and his estate as he appoints by will, specifically referring to this power of appointment.

**3.5 Distribution on Termination.** On the death of Stephen, the trustee shall distribute the trust assets not effectively appointed to his then living descendants.

**Article 4  
Distribution to Beneficiaries under Prescribed Age**

Any property to be distributed to a beneficiary who is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, or education. Any income not so paid in each tax year shall be added to principal at the end of each tax year. The trustee shall distribute the remaining trust assets to the beneficiary when the beneficiary attains age 25 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets.

**Article 5**  
**Contingent Gift Provision**

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to my heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if I had died on the termination date unmarried and domiciled in Illinois.

**Article 6**  
**Trustee Succession**

**6.1 Resignation.** A trustee may resign at any time by signed notice to the income beneficiaries.

**6.2 Individual Trustee Succession.** Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

**6.3 Default of Designation.** If at any time no trustee is acting and no designated trustee is able and willing to act, then the trustee shall be any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries; provided, however, that under no circumstances may Grantor be appointed a trustee.

**6.4 Corporate Trustee Substitution.** A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

**Article 7**  
**Trustee Actions**

**7.1 Control.** Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.

**7.2 Accountings.** Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions, and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A future beneficiary of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent, and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

**7.3 Trustee's Right to Account Settlement Before Distribution.** Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

**7.4 Acceptance of Predecessor's Accounts.** On the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

**7.5 Notice.** If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person whom the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

**7.6 Special Trustees.** If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.



**7.7 Delegation to Co-Trustee.** Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

**7.8 Compensation.** The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

**7.9 Determinations by Trustee.** The trustee's reasonable determination of any question of fact shall bind all persons.

**7.10 Third-Party Dealings.** The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

**7.11 Exoneration of Trustee.** Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

**7.12 Bond.** No trustee need give bond, qualify before, or account to any court.

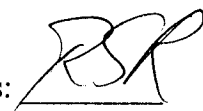
**7.13 Powers of Successor Trustee.** Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

## **Article 8 Trustee Powers**

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

**8.1 Retention.** To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.2 Sale.** To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;



**8.3 Real and Tangible Personal Property.** To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

**8.4 Borrowing.** To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

**8.5 Investing.** To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.6 Joint Investments; Distribution; Determination of Value.** To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.7 Rights as to Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

**8.8 Conservation of Assets.** To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

**8.9 Delegation.** To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable

**8.10 Payment of Expenses and Taxes.** To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

**8.11 Determination of Principal and Income.** To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a)

reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (b) any premium paid for interest bearing debt obligations shall be amortized out of income;

**8.12 Compromising Claims.** To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

**8.13 Nominee Arrangements.** To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

**8.14 Liability Insurance.** To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

**8.15 Accepting Additional Property.** To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

**8.16 Environmental Matters.** To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.17 Ability To Take Other Actions.** To do all other acts to accomplish the proper management, investment, and distribution of the trust.

## **Article 9**

### **Administrative Provisions**

**9.1 Income Payments.** Mandatory income payments shall be made at least quarterly.

**9.2 Standard for Discretionary Payments.** In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.



**9.3 Small Trust Termination.** The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be exercised by a trustee who is a beneficiary of the trust. The Minimum Trust Value shall be the sum of (a) \$100,000 and (b) the percentage increase, if any, in the cost of living from January 1 of the year in which I executed this instrument until January 1 of the year of termination multiplied by \$100,000. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the index ceases to be published, there shall be substituted any other index the trustee determines to reflect similar information.

**9.4 Facility of Payment.** The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.


**9.5 Spendthrift.** No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

**9.6 Accrued and Unpaid Income.** Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

**9.7 Controlling Law.** The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

## Article 10 Definitions

### 10.1 Child and Descendant.

Grantor's initials: 

(a) **Child.** A “child” of a person means only: (1) a child born to the person or to the person’s spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child’s attaining age 21.

(b) **Descendant.** A child of a person is a “descendant” of that person and of all ancestors of that person. A person’s descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word “descendants” includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) **Child in Gestation.** A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

10.2 **Code.** References to Sections of the “Code” refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

10.3 **Education.** “Education” means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

10.4 **Incapacity.** A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

10.5 **Income Beneficiary.** An “income beneficiary” means a person to whom or for whose benefit income of any trust is or may be currently distributed.

10.6 **Per Stirpes.** Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child’s share shall then be allocated for or distributed to that child’s descendants *per stirpes* in accordance with the preceding sentence and this sentence.

10.7 **Qualified Corporation.** A “qualified corporation” means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.



10.8 **Spouse.** The “spouse” of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

**Article 11**  
**Captions and Context of Terms**

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Now, the parties affix their signatures, to indicate their willingness to be bound by the terms hereof.

  
\_\_\_\_\_  
**ROBERT S. ROMANIK**, Grantor


12-19-12  
Date

  
\_\_\_\_\_  
**DENNIS J. WATKINS**, Trustee

12-19-12  
Date

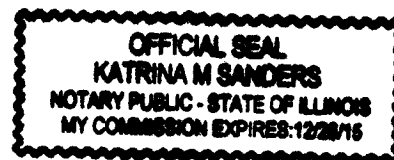
STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF MADISON    )


Subscribed by **ROBERT S. ROMANIK**, Dec. 19, 2012.

  
\_\_\_\_\_  
Notary Public

This document was prepared by:

PAUL H. LAUBER  
3 B Club Centre Court  
Edwardsville, IL 62025  
618 692 9080  
618 692 9105 fax  
[paul@lauberlaw.us](mailto:paul@lauberlaw.us)



Grantor's initials: 

**TRUST AGREEMENT  
OF  
THE ENTERTAINMENT MEDIA TRUST #2**

**Katrina M. Sanders**, Grantor, and **Dennis J. Watkins**, Trustee, do hereby agree as follows. The purpose of this Agreement is to form a trust, to be known as the Entertainment Media Trust #2.

By an instrument titled **TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST**, dated December 19, 2012, **Robert S. Romanik** ("Robert"), as Grantor and Dennis J. Watkins, Trustee, restated a trust designated the *Entertainment Media Trust*, which was originally formed on January 1, 2006. Stephen Romanik II ("Stephen") was the initial beneficiary of the Entertainment Media Trust; he died on September 17, 2015. Stephen exercised a power of appointment at death granted to him in the trust instrument, in favor of Robert. By a written assignment dated SEPTEMBER 14, 2016, Robert assigned to Grantor his right to receive distribution of the assets of the Entertainment Media Trust.

Grantor now creates this trust in her capacity as the assignee of the right to receive the assets of the Entertainment Media Trust, as assigned to her by Robert S. Romanik. This Agreement is entered into by the parties pursuant to Section 16.4(d) of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 et seq.

**Article 1  
Introduction**

**1.1 Trust Beneficiary.** The initial and primary beneficiary of this trust is Katrina M. Sanders. She is hereafter referred to as "the Beneficiary," or "Katrina."

**1.2 Trust Assets.** The following assets have been or will be transferred to the trust and, when received by the trust shall be held and administered subject to the terms hereof:

Tower Sites:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

Grantor's initials: KMS

Trustee's initials: DJW

FCC Commercial Broadcast Station licenses (subject to prior FCC consent to the transfer):

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	DeSoto, MO	AM
KZQZ	72391	St. Louis, MO	AM
WQQW	90598	Highland, IL	AM
WQQX	72815	East St. Louis, IL	AM

1.3 **Name of Trust.** The name of this trust shall be the *Entertainment Media Trust #2*.

## Article 2 Trust Irrevocable

This instrument and the trusts established under this instrument are unamendable and irrevocable.

## Article 3 Trust Distributions

3.1 **Mandatory Payment of Income.** The trustee shall pay all the income to the beneficiary, at least annually.

3.2 **Discretionary Payment of Principal.** The trustee may pay to the beneficiary as much of the principal as the trustee from time to time considers necessary for her health, maintenance in reasonable comfort, education, and best interests.

3.3 **Power of Appointment at Death.** On the death of beneficiary, the trustee shall distribute the trust assets to any one or more persons, organizations, and her estate as she appoints by will, specifically referring to this power of appointment.

3.4 **Distribution on Termination.** On the death of beneficiary, the trustee shall distribute the trust assets not effectively appointed to Robert Romanik or, if he is not then living, to his heirs.

## Article 4 Distribution to Beneficiaries under Prescribed Age

Any property to be distributed to a beneficiary who is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, or education. Any income not so paid in each tax year shall be added to principal at the end of each tax year. The trustee shall distribute the remaining trust

Grantor's initials: Km, l

Page 2 of 10

Trustee's initials: DJW

assets to the beneficiary when the beneficiary attains age 25 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets.

**Article 5**  
**Contingent Gift Provision**

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to Grantor's heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if Grantor had died on the termination date unmarried and domiciled in Illinois.

**Article 6**  
**Trustee Succession**

**6.1 Resignation.** A trustee may resign at any time by signed notice to the income beneficiaries.

**6.2 Individual Trustee Succession.** Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

**6.3 Default of Designation.** If at any time no trustee is acting and no designated trustee is able and willing to act, then the trustee shall be any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries; provided, however, that under no circumstances may Grantor be appointed a trustee.

**6.4 Corporate Trustee Substitution.** A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

**Article 7**  
**Trustee Actions**

**7.1 Control.** Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor. The trustee shall exercise absolute control over the radio stations and FCC licenses in accordance with this Trust Agreement, and the beneficiary shall only have the rights to receive income and principal from the operation of the radio stations.

Grantor's initials: Km.L.  
Response to Request 3

Trustee's initials: AGW

**7.2 Accountings.** Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions, and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A future beneficiary of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent, and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

**7.3 Trustee's Right to Account Settlement Before Distribution.** Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

**7.4 Acceptance of Predecessor's Accounts.** On the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

**7.5 Notice.** If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person whom the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

**7.6 Special Trustees.** If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

**7.7 Delegation to Co-Trustee.** Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating

Grantor's initials: K.M.L.  
Response to Request 3

Trustee's initials: SPW

trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

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**7.9 Determinations by Trustee.** The trustee's reasonable determination of any question of fact shall bind all persons.

**7.10 Third-Party Dealings.** The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

**7.11 Exoneration of Trustee.** Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

**7.12 Bond.** No trustee need give bond, qualify before, or account to any court.

**7.13 Powers of Successor Trustee.** Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

## **Article 8 Trustee Powers**

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

**8.1 Retention.** To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.2 Sale.** To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;

**8.3 Real and Tangible Personal Property.** To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

Grantor's initials: K.M.L.

Trustee's initials: DPW



**8.4 Borrowing.** To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

**8.5 Investing.** To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.6 Joint Investments; Distribution; Determination of Value.** To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.7 Rights as to Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

**8.8 Conservation of Assets.** To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

**8.9 Delegation.** To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable

**8.10 Payment of Expenses and Taxes.** To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

**8.11 Determination of Principal and Income.** To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (b) any premium paid for interest bearing debt obligations shall be amortized out of income;

**8.12 Compromising Claims.** To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

**8.13 Nominee Arrangements.** To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

**8.14 Liability Insurance.** To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

**8.15 Accepting Additional Property.** To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

**8.16 Environmental Matters.** To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.17 FCC Matters.** To hold and control the FCC licenses associated with the radio stations and to file all matters required by FCC licensees, make application to the FCC for technical modifications to the radio stations, and otherwise comport with all rules and regulations required of an FCC licensee.

**8.18 Ability To Take Other Actions.** To do all other acts to accomplish the proper management, investment, and distribution of the trust.

## **Article 9 Administrative Provisions**

**9.1 Income Payments.** Mandatory income payments shall be made at least quarterly.

**9.2 Standard for Discretionary Payments.** In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

**9.3 Facility of Payment.** The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible

Grantor's initials: KmL

Trustee's initials: DPW

personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

**9.4 Spendthrift.** No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

**9.5 Accrued and Unpaid Income.** Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

**9.6 Controlling Law.** The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

## **Article 10 Definitions**

### **10.1 Child and Descendant.**

(a) **Child.** A "child" of a person means only: (1) a child born to the person or to the person's spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child's attaining age 21.

(b) **Descendant.** A child of a person is a "descendant" of that person and of all ancestors of that person. A person's descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) **Child in Gestation.** A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

**10.2 Code.** References to Sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

**10.3 Education.** "Education" means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or

training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

**10.4 Incapacity.** A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

**10.5 Income Beneficiary.** An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

**10.6 Per Stirpes.** Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants *per stirpes* in accordance with the preceding sentence and this sentence.

**10.7 Qualified Corporation.** A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.

**10.8 Spouse.** The "spouse" of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

## Article 11 Captions and Context of Terms

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Now, the parties affix their signatures, to indicate their willingness to be bound by the terms hereof.

Katrina M. Sanders  
KATRINA M. SANDERS, Grantor

9-14-16  
Date

Dennis J. Watkins  
DENNIS J. WATKINS, Trustee

9-13-16  
Date

STATE OF ILLINOIS )  
                          *ST. CLAIR* ) SS.  
COUNTY OF ~~MADISON~~ )

Subscribed by KATRINA M. SANDERS, September 14, 2016.



Patricia Addison  
Notary Public

This document was prepared by:

PAUL H. LAUBER  
3 B Club Centre Court  
Edwardsville, IL 62025  
618 692 9080  
618 692 9105 fax  
[paul@lauberlaw.us](mailto:paul@lauberlaw.us)

Grantor's initials: K.M.S.

Trustee's initials: SGM

### Assignment of Beneficial Interest in Trust

THIS ASSIGNMENT is made this 14 day of SEPTEMBER, 2016, by **ROBERT S. ROMANIK**, whose address is 23 Towne Hall Estates Drive, Belleville, Illinois 62223, hereinafter referred to as "Assignor" or "Robert"), to **KATRINA M. SANDERS**, whose address is 23 Towne Hall Estates Drive, Belleville, Illinois 62223, (hereinafter referred to as "Assignee").

This assignment is made in light of the following:

- a. The Entertainment Media Trust was formed on January 1, 2006 ("Original Trust") by Robert, Stephen Romanik II ("Stephen"), and Dennis J. Watkins ("Watkins") as Trustee; and
- b. The trust agreement of Entertainment Media Trust was re-stated by an instrument titled **TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST**, dated December 19, 2012, pursuant to a non-judicial settlement agreement by and among Robert, Watkins, and Stephen ("Restated Trust").
- c. Under the terms of both the Original Trust and Restated Trust, Stephen was the sole trust beneficiary; Stephen was granted a power of appointment under the terms of the Restated Trust, to direct the trustee to distribute the trust assets to any one or more persons, organizations, and his estate.
- d. Stephen died on September 17, 2015.
- e. Attached hereto is an affidavit by Watkins, setting forth that Stephen exercised the power of appointment during his lifetime, in favor of Robert. Robert does not desire to accept such appointment but rather assign same.
- f. Robert desires to assign to KATRINA M. SANDERS all beneficial interest in the Restated Trust that passes to him by virtue of the exercise of the power of appointment by Stephen.
- g. The Restated Trust does not prohibit such assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all Assignor's interest as a beneficiary of the Restated Trust, including all moneys due or to become due to the Assignor thereunder; and

The Assignor authorizes the Trustee of the Restated Trust to pay directly to the Assignee all moneys or other benefits representing, or arising from, the interest assigned hereby.

  
ROBERT ROMANIK, Assignor

9-14-16  
Date

STATE OF ILLINOIS )  
COUNTY OF ~~MADISON~~ <sup>ST. CLAIR</sup> )

On September 14, 2016, ROBERT ROMANIK personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.



Patricia Addison  
Notary Public

**Acceptance of Assignment  
of  
Beneficial Interest in Trust**

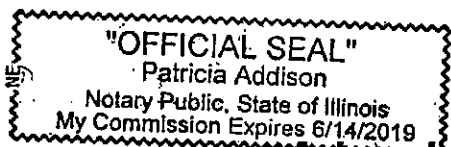
KATRINA M. SANDERS, the undersigned, does hereby accept the foregoing assignment of all of the beneficial interest of the Entertainment Media Trust.

Katrina M. Sanders  
KATRINA M. SANDERS

9-14-16  
Date

STATE OF ILLINOIS )  
COUNTY OF ~~MADISON~~ <sup>ST. CLAIR</sup> )

On September 14, 2016, KATRINA M. SANDERS personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.



Patricia Addison  
Notary Public

**Acknowledgment of Assignment  
of  
Beneficial Interest in Trust**

I, DENNIS J. WATKINS, Trustee of the Entertainment Media Trust, do hereby acknowledge the foregoing assignment of all of the beneficial interest of the Entertainment Media Trust by Robert S. Romanik to Katrina M. Sanders.

Dennis J. Watkins  
DENNIS J. WATKINS

9-13-16  
Date

STATE OF ILLINOIS     )  
                    ST. CLAIR     )  
COUNTY OF MADISON     )

On September 13, 2016, DENNIS J. WATKINS personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.

Patricia Addison  
Notary Public





LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is made as of July 1, 2018, between Entertainment Media Trust, a trust established under the laws of the State of Illinois (“Licensee”), and Insane Broadcasting Corporation, an Illinois corporation (“Programmer”).

Recitals

A. Licensee owns and operates the following radio stations (the “Station”) pursuant to licenses issued by the Federal Communications Commission (“FCC”):

KFTK (AM) (Facility ID #72815), East St. Louis, IL, KQQZ (AM) (Facility ID #5281), Fairview Heights, IL, KZQZ(AM) (Facility ID #72391), St. Louis, MO, and WQQW(AM) (Facility ID #90598), Highland, IL (each a “Station” and collectively the “Stations”)

B. Licensee has previously entered into a Local Programming and Marketing Agreement for KFTK dated July 13, 2016 with a third party (the “KFTK LMA”) which remains in full force and effect;

C. The parties desire that Programmer provide the programming for broadcast on KQQZ, KZQZ and WQQW on the terms set forth in this Agreement;

D. The parties further desire that Programmer provide certain administrative and financial staff and resources to Licensee in the operation of all the Stations.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term.

(a) The term of this Agreement (the “Term”) will begin on July 1, 2018 (the “Commencement Date”) and will continue for a period of four years, unless extended or earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement). The Term shall automatically extend for any period of time that the Station is off the air for more than 48 hours consecutively.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on KQQZ, KZQZ and WQQW (the “Programmed Stations”) (including any and all of the primary and secondary program streams and ancillary uses) for programming provided by Programmer (the “Programs”) for broadcast twenty-four (24) hours per day, seven (7) days per week (the “Broadcasting Period”). Programmer shall be solely and exclusively responsible

for the delivery of the Programs to the Programmed Stations for broadcasting on the Programmed Stations in a manner that ensures the technical quality of the Programs is compliant with all applicable laws, including the rules and regulations of the Federal Communications Commission. Licensee shall have the right to approve, in advance, the method of delivery and equipment used for such delivery to the Programmed Stations. Any additional equipment required to deliver the Programs shall be solely the responsibility of the Programmer to acquire and arrange for installation, provided it shall be approved in advance by Licensee. In each case, Licensee's consent not to be unreasonably withheld, conditioned or delayed.

3. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Programmed Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all broadcast advertising revenue of the Programmed Stations. During the Term, Licensee shall not sell any advertising or other paid programming on the Programmed Stations, except as provided by Section 6(b) below.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Programmed Stations' lease agreements, and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall retain ultimate control over the operation of the Programmed Stations and over all persons working at the Programmed Stations during the Term. Licensee shall bear responsibility for the Programmed Stations' compliance with the rules, regulations and policies of the FCC and all other applicable laws and shall retain control over the policies, programming and operations of the Programmed Stations.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (ii) substituting programs which Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (x) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (y) preempt any Program in the event of a local, state, or national emergency, or (z) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If in any month Licensee preempts any Programs, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee pursuant to Section 5 hereof as the total time preempted bears to the total amount of time in the Broadcasting Period for such month. In addition, Programmer shall have the right to terminate this Agreement on ten (10) days' notice to Licensee if Licensee preempts Programming on any one occasion for more than four hours or on more than three occasions during any twelve month period during the Term.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Programmed Stations and Licensee shall include such letters in the Programmed Stations' public inspection files as appropriate.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer intends to broadcast and has determined that the broadcast of such programming on the Programmed Stations would serve the public interest. Notwithstanding the foregoing, Programmer agrees not to change the format of the Programmed Stations without the prior written consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenue received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer. Programmer shall maintain and deliver to the Programmed Stations and Licensee such records and information required by the FCC to be placed in the public inspection file of the Programmed Stations relating to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules, and pertaining to the broadcast of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. In particular, and without limitation, Programmer shall immediately provide to Licensee complete records of all requests for broadcast time made by or on behalf of any candidate for public office, together with information concerning the disposition of such requests and the charges made. Programmer also shall consult with Licensee concerning the Programming to ensure that the Programmed Stations is compliant with the Act and all other applicable statutes and the rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming and the charges permitted therefor.

(c) Copyright. Notwithstanding any other provision of this Agreement, Programmer shall not broadcast any program that requires the consent or authorization of a third party (including but not limited to sporting events, copyrighted material, or any material which is

subject to performance rights or other property rights) without first obtaining such consent. If Licensee requests a copy of a required consent, Programmer will provide Licensee with a copy within three (3) business days. In the event Programmer broadcasts any programming without the required consent, Programmer shall indemnify Licensee for any and all liability arising from such unauthorized broadcast. Programmer shall be responsible for the maintenance and completion of all logs and records necessary for obtaining and maintaining any required music licenses from BMI, ASCAP, SESAC, GMR and SoundExchange. Programmer shall execute, where applicable, amendments to such music licenses to obligate Programmer to remit payment for such music licenses. Notwithstanding the foregoing, Programmer shall at all times be responsible to Licensee to reimburse Licensee for any and all required payments made to BMI, SESAC, ASCAP, GMR or SoundExchange for any required music licenses for programming material provided by Programmer during the Term, which payment shall be in addition to any other compensation provided for herein.

7. Expenses. Licensee will pay for the maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Programmed Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites (subject to reimbursement by Programmer as provided on Schedule A).

8. Employees. Programmer shall employ all personnel utilized in the production of the programs supplied to Licensee under this Agreement.

9. Traffic Support. Subject to the direction and control of Licensee, Programmer shall provide traffic services for the scheduling of commercials on the Programmed Stations and the maintenance of related logs and records for both the Programmed Stations and KFTK, as required by applicable FCC rules.

10. Facilities Maintenance. During the Term, Licensee shall maintain the operating power of the Station within licensed parameters authorized by the FCC for the Programmed Stations. Subject to the control of Licensee, and at the request and direction of Licensee, Programmer personnel shall maintain and repair the broadcast equipment of both the Programmed Stations and KFTK, including but not limited to transmission facilities of both the Programmed Stations and KFTK.

11. Access. During the Term, Licensee shall provide Programmer such access to the Programmed Stations' towers and transmitter sites as Programmer may reasonably request upon advance (24 hour) notice to Licensee to perform the obligations set forth in Section 10 above.

12. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to perform the obligations contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and its beneficiaries, successors and assigns, and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any material agreement to which it is a party or by which it is bound.

Licensee and Programmer also acknowledge that the principal of the Programmer is also the current beneficiary of the trust comprising the Licensee.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect; (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect; or (iii) Programmer fails to remit payment in accordance with Schedule "A" in a timely fashion.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect; or (iii) Licensee suffers a revocation, non-renewal or other loss of any of the Programmed Stations' FCC licenses.

(c) Notwithstanding the foregoing, an Event of Default (other than an Event of Default under Section 13(a)(iii) or Section 13(b)(iii) or a failure of Licensee to broadcast the Programming other than due to a *Force Majeure* event) will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, in the absence of a timely cure pursuant to this Section 13, and in addition to any other remedies that may be available to the non-defaulting party, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. In the Event of Default pursuant to Section 13(a)(iii), no written notice specifying the Event of Default shall be required and failure to remit payment by the 5<sup>th</sup> day of any month shall result in a late charge as provided in Schedule "A" and failure to remit payment by the 10<sup>th</sup> day of any month on more than one occasion in any twelve month period shall result in automatic termination of this Agreement.

14. Indemnification.

(a) Programmer shall indemnify and hold Licensee harmless against any and all claims, damages or liabilities arising from or in connection with the broadcast of the Programs on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Programmer further agrees to indemnify Licensee against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges to the extent based upon Programmer, Programmer's conduct or the Programs and brought by parties unrelated to and unaffiliated with Licensee, and agrees to indemnify Licensee for any damage to the Programmed Stations' assets caused by Programmer.

(b) Licensee shall indemnify and hold Programmer harmless against any and all claims, damages or liabilities arising from or in connection with the broadcast of Licensee's programming on the Programmed Stations, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade

names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee further agrees to indemnify Programmer against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges to the extent based upon Licensee, Licensee's conduct or Licensee's programming and brought by parties unrelated to and unaffiliated with Programmer.

(c) The obligations under this Section 14 shall survive any termination of this Agreement for a period of one (1) year.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, not to be unreasonably withheld, conditioned or delayed. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Programmed Stations' public inspection files.

17. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or electronic delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third (3<sup>rd</sup>) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee, then to:

Dennis J. Watkins, Trustee  
Entertainment Media Trust  
100 W. Main Street  
Belleville, IL 62220  
Phone: 618-567-1228

With a copy to:

Radiotvlaw Associates, LLC  
Anthony T. Lepore, Esq.  
4101 Albemarle St NW #324  
Washington, DC 20016  
Email: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

if to Programmer, then to:

Insane Broadcasting Corporation

6500 W. Main Street, Suite 315  
Belleville, IL 62220  
Attention: Katrina Sanders

18. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

19. Certifications. Licensee certifies that it maintains ultimate control over all the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

22. Force Majeure Events. Any failure or delay in the performance of either parties' obligations under this Agreement, which is not directly or indirectly the fault of that party or its employees or agents due to acts of God, *force majeure* or any other causes beyond the control of that party (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement. An interruption of the Programmed Stations' transmitter signals for less than 48 consecutive hours due to mechanical, electrical, or weather related issues is specifically deemed to be a "*Force Majeure Event*". Licensors will endeavor to restore licensed operations to the Station as soon as possible in such event.

23. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Programmer shall not assign its interest or delegate its duties under this Agreement without the prior written consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed.

24. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE: ENTERTAINMENT MEDIA TRUST

By: *Dennis J. Watkins-trustee*  
Dennis J. Watkins, Trustee

INSANE BROADCASTING CORPORATION

By: *Katrina Sanders*  
Katrina Sanders, President



**Schedule A**

For the broadcast of the Programs, during the Term, Programmer will pay to Licensee \$100.00 per month (the “Base Fee”).

In addition to the above-mentioned Base Fee, Programmer shall reimburse the Licensee monthly (commencing with the month of July 2018) in \$US Dollars for all costs it incurs in association with the operation of the Programmed Stations as FCC Licensee, including, but not limited to, utilities, rents, insurance, licensing fees, FCC Regulatory Fees and all other items necessary and incident to the operation of the Programmed Stations (collectively, the “Operating Costs”). Licensee shall monthly (on the final business day of each month) provide invoices to Programmer of all such Programmed Stations’ Operating Costs received in the prior month and Programmer shall remit reimbursement for such invoices within ten (10) calendar days of receipt from Licensee. Programmer shall also reimburse Licensee for any repairs or capital improvements necessary for the Programmed Stations to continue licensed operations, which shall also constitute an Operating Cost. If the reimbursement payments are not received by the tenth (10<sup>th</sup>) calendar day after receipt of said request, the Programmer shall be deemed to be material default of this Agreement.

**MONTHLY PAYMENTS.** Payment of the Base Fee and Operating Costs for the initial month of this Agreement shall be paid concurrent with the signing of this agreement. Thereafter, on or before the 1<sup>st</sup> calendar day of each Month, Programmer shall pay to Licensee the Base Fee and Operating Costs. Time is of the essence with respect to the payment of the Base Fee. A late fee of 5% of the outstanding balance due shall be due for any payment described above which is not paid by the end of the 5<sup>th</sup> calendar day of the month in which it is due. If Programmer is more than five days delinquent on more than one occasion during any twelve month period, the Programmer shall be deemed to be in default without the necessity of any additional notice and the Licensee shall have the right to terminate this Agreement together with any other remedy provided for herein.

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES

**RADIOTVLAW ASSOCIATES, LLC**

4101 Albemarle Street NW, Suite 324

WASHINGTON, DC 20016-2151

email: anthony @ radiotvlaw.net

FL Office: P.O. Box 848842

Hollywood, FL 33084-0842

Member FL & MA Bar

REPLY TO: WASHINGTON

TELEPHONE (202) 681-2201

FLORIDA (954) 562-4587

www.radiotvlaw.net

August 20, 2019

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554  
**VIA FEDEX**

**RE: Amendments to Form 303-S Renewal Applications**  
**BR-20120921AAW - KZQZ - Facility ID #72391**  
**BR-20120921ABA - KQQZ - Facility ID #5281**  
**BR-20120709ACP- KFTK - Facility ID #72815**  
**BR-20120709ACO-WQQW- Facility ID # 90598**

Dear Ms. Dortch:

Pursuant to instructions from Audio Division staff, due to the inability to file amendments electronically to Form 303-S Renewal Applications from the 2011-2013 license renewal period in either CDBS or LMS, please find enclosed in triplicate amendments to the above captioned applications for renewal which remain pending in the Audio Division.

Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,

  
Anthony T. Lepore, Esq.

ATL:ms  
Enclosures

FOR  
FCC  
USE  
ONLY

FCC 303-S

APPLICATION FOR RENEWAL OF  
BROADCAST STATION LICENSE

FOR COMMISSION USE ONLY

BR-20120921AAW

FILE NO.

Section I - General Information - TO BE COMPLETED BY ALL APPLICANTS

1. Legal Name of the Licensee ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE		
Mailing Address 6500 W. Main Street, Suite 315		
City BELLEVILLE	State or Country (if foreign address) IL	ZIP Code 62223
Telephone Number (include area code) 618-394-9937	E-Mail Address (if available) info@kzqz1430AM.com	
FCC Registration Number 0014655476	Facility ID Number 72391	Call Sign KZQZ

2. Contact Representative Anthony T. Lepore, Esq.		Firm or Company Name Radiotvlaw Associates, LLC
Mailing Address 4101 Albemarle St NW #324		
City Washington	State or Country (if foreign address) DC	ZIP Code 20016
Telephone Number (include area code) 202-681-2201	E-Mail Address (if available) anthony@radiotvlaw.net	

3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):

☐

Governmental Entity

☐

Noncommercial Educational Licensee

☒

Other AMENDMENT

4. **Purpose of Application.**

☐ Renewal of license

☒ Amendment to pending renewal application if an amendment, submit as an exhibit a listing by Section and Item Number the portions of the pending application that are being revised.

Exhibit #1

5. **Facility Information:** ☒ Commercial ☐ Noncommercial Educational

6. **Service and Community of License**

a. ☒ AM ☐ FM ☐ TV ☐ FM Translator ☐ LPFM  
☐ TV Translator ☐ Low Power TV ☐ Class A TV

COMMUnity of License/Area to be Served	
City ST. LOUIS	State MO

b. Does this application include one or more FM translator station(s), or TV translator station(s), LPTV station(s), in addition to the station listed in Section I, Question 1? (The callsign(s) of any associated FM translators, TV translators or LPTVs will be requested in Section V).

☐ Yes ☒ No

7. **Other Authorizations.** List call signs, facility identifiers and location(s) of any FM booster or TV booster station(s) for which renewal of license is also requested.

Exhibit No.

☒ N/A

**NOTE: In addition to the information called for in Sections II, III, IV and V, an explanatory exhibit providing full particulars must be submitted for each item checked for "No" responses.**

**Section II - Legal - TO BE COMPLETED BY ALL APPLICANTS**

1. **Certification.** Licensee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application, instructions, and worksheets. ☒ Yes ☐ No
2. **Character Issues.** Licensee certifies that neither the licensee nor any party to the application has or has had any interest in, or connection with:
- a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or ☒ Yes ☐ No
- b. any pending broadcast application in which character issues have been raised. ☐ Yes ☒ No
3. **Adverse Findings.** Licensee certifies that, with respect to the licensee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any laws related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination. ☒ Yes ☐ No
4. **FCC Violations during the Preceding License Term.** Licensee certifies that, with respect to the station(s) for which renewal is requested, there have been no violations by the licensee of the Communications Act of 1934, as amended, or the rules or regulations of the Commission during the preceding license term. If No, the licensee must submit an explanatory exhibit providing complete descriptions of all violations. ☐ Yes ☒ No
5. **Alien Ownership and Control.** Licensee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments. ☒ Yes ☐ No
6. **Anti-Drug Abuse Act Certification.** Licensee certifies that neither licensee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862. ☒ Yes ☐ No
7. **Non-Discriminatory Advertising Sales Agreements.** Licensee certifies that its advertising agreements do not discriminate on the basis of race or gender and that all such agreements held by the licensee contain nondiscrimination clauses. Applicants for renewal of noncommercial educational broadcast station licenses select "N/A." ☒ Yes ☐ No ☐ N/A

See Explanation  
in Exhibit No.

See Explanation  
in Exhibit No.  
1

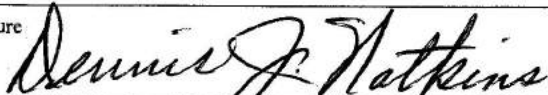
See Explanation  
in Exhibit No.

See Explanation  
in Exhibit No.  
6

See Explanation  
in Exhibit No.

See Explanation  
in Exhibit No.

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS J. WATKINS	Typed or Printed Title of Person Signing TRUSTEE
Signature 	Date 8-7-19

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Section III - TO BE COMPLETED BY AM and FM LICENSEES ONLY**

REDACTED FOR PUBLIC INSPECTION

1. **Biennial Ownership Report:** Licensee certifies that the station's Biennial Ownership Report (FCC Form 323 or 323-E) has been filed with the Commission as required by 47 C.F.R. Section 73.3615.

☒ Yes ☐ No

See Explanation in Exhibit No.

2. **EEO Program:** Licensee certifies that:

- a. The station's Broadcast EEO Program Report (FCC Form 396) has been filed with the Commission, as required by 47 C.F.R. Section 73.2080(f)(1).

☒ Yes ☐ No

See Explanation in Exhibit No.

Specify FCC Form 396 File Number

B396-20120912AAI

- b. The station has posted its most recent Broadcast EEO Public File Report on the station's website, as required by 47 C.F.R. Section 73.2080(c)(6).

☐ Yes ☐ No

☒ N/A

See Explanation in Exhibit No.

3. **Local Public File.** Licensee certifies that the documentation, required by 47 C.F.R. Sections 73.3526 or 73.3527, as applicable, has been placed in the station's public inspection file at the appropriate times.

☒ Yes ☐ No

See Explanation in Exhibit No.

4. **Discontinued Operations.** Licensee certifies that during the preceding license term the station has not been silent for any consecutive 12-month period.

☒ Yes ☐ No

See Explanation in Exhibit No.

5. **Silent Station.** Licensee certifies that the station is currently on the air broadcasting programming intended to be received by the public.

☒ Yes ☐ No

6. **Environmental Effects.** Licensee certifies that the specified facility complies with the maximum permissible radio frequency electromagnetic exposure limits for controlled and uncontrolled environments. Unless the licensee can determine compliance through the use of the RF worksheets in the Instructions to this Form, **an Exhibit is required.**

☒ Yes ☐ No

See Explanation in Exhibit No.

By checking "Yes" above, the licensee also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower, or antenna from radio frequency electromagnetic exposure in excess of FCC guidelines.

KZQZ(AM)  
Facility ID #72391  
St. Louis, MO

Amendment to BR-20120921AAW

Exhibit#1 – Purpose of Amendment

This amendment is filed to update the information contained in the previously filed application referenced above pursuant to 47 CFR §1.65

Section II, Question 2(b) is amended to change the response from “yes” to “no” and to add the following Exhibit 4 because the FCC Enforcement Bureau has adopted and released a Hearing Designation Order (“HDO”, DA 19-506) on June 5, 2019 which, inter alia, raises character issues in connection with the instant application.

Exhibit 4 (Section II, Question 2(b):  
LICENSEE HAS RECEIVED A HEARING DESIGNATION ORDER (“HDO”) FROM THE ENFORCEMENT BUREAU (DA 19-506, JUNE 5, 2019) WHICH, INTER ALIA, RAISES CHARACTER ISSUES IN CONNECTION WITH THIS RENEWAL APPLICATION AND WHICH MATTER IS SCHEDULED FOR HEARING IN JUNE 2020.

Exhibit 6 (Section II, Question 4) is amended to update the status of the prior FCC Violations to read as follows:

LICENSEE WAS CITED WITH A NOTICE OF APPARENT LIABILITY FOR KZQZ TOGETHER WITH CO-OWNED KQQZ BY NAL DATED MAY 19, 2011 (EB-10-KC-0020) FOR VIOLATIONS ASSOCIATED WITH FAILURE TO MAINTAIN PORTIONS OF THE PUBLIC INSPECTION FILE. LICENSEE ACKNOWLEDGED THE VIOLATIONS AND FILED A REQUEST FOR REDUCTION OF FORFEITURE DATED JUNE 13, 2011. SAID REQUEST WAS GRANTED AND THE FORFEITURE PAID AND MATTER CONCLUDED WITH THE SOUTH CENTRAL REGION (KANSAS CITY) FIELD OFFICE. LICENSEE HAS TAKEN CORRECTIVE ACTION SINCE THE DATE OF THE INSPECTION GIVING RISE TO THE NAL (APRIL 20, 2010) WITH RESPECT TO THE APPLICABLE STATIONS' PUBLIC INSPECTION FILES.

FCC 303-S

APPLICATION FOR RENEWAL OF  
BROADCAST STATION LICENSE

FOR COMMISSION USE ONLY

BR-20120921ABA

FILE NO.

Section I - General Information - TO BE COMPLETED BY ALL APPLICANTS

1. Legal Name of the Licensee ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE		
Mailing Address 6500 W. Main Street, Suite 315		
City BELLEVILLE	State or Country (if foreign address) IL	ZIP Code 62223
Telephone Number (include area code) 618-394-9937	E-Mail Address (if available) info@kzqz1430AM.com	
FCC Registration Number 0014655476	Facility ID Number 5281	Call Sign KQQZ

2. Contact Representative Anthony T. Lepore, Esq.		Firm or Company Name Radiotvlaw Associates, LLC
Mailing Address 4101 Albemarle St NW #324		
City Washington	State or Country (if foreign address) DC	ZIP Code 20016
Telephone Number (include area code) 202-681-2201	E-Mail Address (if available) anthony@radiotvlaw.net	

3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):

☐

Governmental Entity

☐

Noncommercial Educational Licensee

☒

Other AMENDMENT



4. **Purpose of Application.**

☐ Renewal of license

☒ Amendment to pending renewal application if an amendment, submit as an exhibit a listing by Section and Item Number the portions of the pending application that are being revised.

Exhibit #1

5. **Facility Information:** ☒ Commercial ☐ Noncommercial Educational

6. **Service and Community of License**

a. ☒ AM ☐ FM ☐ TV ☐ FM Translator ☐ LPFM  
☐ TV Translator ☐ Low Power TV ☐ Class A TV

COMMUnity of License/Area to be Served	
City FAIRVIEW HEIGHTS	State IL

b. Does this application include one or more FM translator station(s), or TV translator station(s), LPTV station(s), in addition to the station listed in Section I, Question 1? (The call sign(s) of any associated FM translators, TV translators or LPTVs will be requested in Section V).

☐ Yes ☒ No

7. **Other Authorizations.** List call signs, facility identifiers and location(s) of any FM booster or TV booster station(s) for which renewal of license is also requested.

Exhibit No.

☒ N/A

NOTE: In addition to the information called for in Sections II, III, IV and V, an explanatory exhibit providing full particulars must be submitted for each item for which a "No" response is provided

Section II - Legal - TO BE COMPLETED BY ALL APPLICANTS

1. **Certification.** Licensee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application, instructions, and worksheets.

☒ Yes ☐ No

2. **Character Issues.** Licensee certifies that neither the licensee nor any party to the application has or has had any interest in, or connection with:

- a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or
- b. any pending broadcast application in which character issues have been raised.

☒ Yes ☐ No

See Explanation  
in Exhibit No.

☐ Yes ☒ No

See Explanation  
in Exhibit No.  
1

3. **Adverse Findings.** Licensee certifies that, with respect to the licensee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any laws related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

☒ Yes ☐ No

See Explanation  
in Exhibit No.

4. **FCC Violations during the Preceding License Term.** Licensee certifies that, with respect to the station(s) for which renewal is requested, there have been no violations by the licensee of the Communications Act of 1934, as amended, or the rules or regulations of the Commission during the preceding license term. If No, the licensee must submit an explanatory exhibit providing complete descriptions of all violations.

☐ Yes ☒ No

See Explanation  
in Exhibit No.  
6

5. **Alien Ownership and Control.** Licensee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.

☒ Yes ☐ No

See Explanation  
in Exhibit No.

6. **Anti-Drug Abuse Act Certification.** Licensee certifies that neither licensee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.

☒ Yes ☐ No

7. **Non-Discriminatory Advertising Sales Agreements.** Licensee certifies that its advertising agreements do not discriminate on the basis of race or gender and that all such agreements held by the licensee contain nondiscrimination clauses. Applicants for renewal of noncommercial educational broadcast station licenses select "N/A."

☒ Yes ☐ No  
☐ N/A

See Explanation  
in Exhibit No.

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS J. WATKINS	Typed or Printed Title of Person Signing TRUSTEE
Signature <i>Dennis J. Watkins</i>	Date 8-7-19

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Section III - TO BE COMPLETED BY AM AND FM LICENSEES ONLY**

1. **Biennial Ownership Report:** Licensee certifies that the station's Biennial Ownership Report (FCC Form 323 or 323-E) has been filed with the Commission as required by 47 C.F.R. Section 73.3615.
 

☒ Yes    ☐ No    

See Explanation in Exhibit No.
  
2. **EEO Program:** Licensee certifies that:
  - a. The station's Broadcast EEO Program Report (FCC Form 396) has been filed with the Commission, as required by 47 C.F.R. Section 73.2080(f)(1).
 

☒ Yes    ☐ No    

See Explanation in Exhibit No.

Specify FCC Form 396 File Number    

B396-20120912AAH
  
  - b. The station has posted its most recent Broadcast EEO Public File Report on the station's website, as required by 47 C.F.R. Section 73.2080(c)(6).
 

☐ Yes    ☐ No  
☒ N/A    

See Explanation in Exhibit No.
  
3. **Local Public File.** Licensee certifies that the documentation, required by 47 C.F.R. Sections 73.3526 or 73.3527, as applicable, has been placed in the station's public inspection file at the appropriate times.
 

☒ Yes    ☐ No    

See Explanation in Exhibit No.
  
4. **Discontinued Operations.** Licensee certifies that during the preceding license term the station has not been silent for any consecutive 12-month period.
 

☒ Yes    ☐ No    

See Explanation in Exhibit No.
  
5. **Silent Station.** Licensee certifies that the station is currently on the air broadcasting programming intended to be received by the public.
 

☒ Yes    ☐ No
  
6. **Environmental Effects.** Licensee certifies that the specified facility complies with the maximum permissible radio frequency electromagnetic exposure limits for controlled and uncontrolled environments. Unless the licensee can determine compliance through the use of the RF worksheets in the Instructions to this Form, **an Exhibit is required.**

☒ Yes    ☐ No    

See Explanation in Exhibit No.

By checking "Yes" above, the licensee also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower, or antenna from radio frequency electromagnetic exposure in excess of FCC guidelines.

KQQZ(AM)  
Facility ID #5281  
Fairview Heights, IL

Amendment to BR-20120921ABA

Exhibit#1 – Purpose of Amendment

This amendment is filed to update the information contained in the previously filed application referenced above pursuant to 47 CFR §1.65

Section II, Question 2(b) is amended to change the response from “yes” to “no” and to add the following Exhibit 4 because the FCC Enforcement Bureau has adopted and released a Hearing Designation Order (“HDO”, DA 19-506) on June 5, 2019 which, inter alia, raises character issues in connection with the instant application.

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FOR  
FCC  
USE  
ONLY

FCC 303-S

APPLICATION FOR RENEWAL OF  
BROADCAST STATION LICENSE

FOR COMMISSION USE ONLY

BR-20120709ACP

FILE NO.

Section I - General Information - TO BE COMPLETED BY ALL APPLICANTS

1. Legal Name of the Licensee ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE		
Mailing Address 6500 W. Main Street, Suite 315		
City BELLEVILLE	State or Country (if foreign address) IL	ZIP Code 62223
Telephone Number (include area code) 618-394-9937	E-Mail Address (if available) info@kzqz1430AM.com	
FCC Registration Number 0014655476	Facility ID Number 72815	Call Sign KFTK

2. Contact Representative Anthony T. Lepore, Esq.		Firm or Company Name Radiotvlaw Associates, LLC
Mailing Address 4101 Albemarle St NW #324		
City Washington	State or Country (if foreign address) DC	ZIP Code 20016
Telephone Number (include area code) 202-681-2201	E-Mail Address (if available) anthony@radiotvlaw.net	

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☐

Governmental Entity

☐

Noncommercial Educational Licensee

☒

Other AMENDMENT

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☐ Renewal of license

☒ Amendment to pending renewal application if an amendment, submit as an exhibit a listing by Section and Item Number the portions of the pending application that are being revised.

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☐ TV Translator ☐ Low Power TV ☐ Class A TV

COMMUnity of License/Area to be Served		
City EAST ST. LOUIS		State IL

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☐ Yes ☒ No

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Exhibit No.

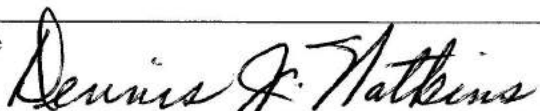
☒ N/A

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## Section II - Legal - TO BE COMPLETED BY ALL APPLICANTS

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2. **Character Issues.** Licensee certifies that neither the licensee nor any party to the application has or has had any interest in, or connection with:
- a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or ☒ Yes ☐ No See Explanation in Exhibit No.
- b. any pending broadcast application in which character issues have been raised. ☐ Yes ☒ No See Explanation in Exhibit No. 1
3. **Adverse Findings.** Licensee certifies that, with respect to the licensee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any laws related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination. ☒ Yes ☐ No See Explanation in Exhibit No.
4. **FCC Violations during the Preceding License Term.** Licensee certifies that, with respect to the station(s) for which renewal is requested, there have been no violations by the licensee of the Communications Act of 1934, as amended, or the rules or regulations of the Commission during the preceding license term. If No, the licensee must submit an explanatory exhibit providing complete descriptions of all violations. ☐ Yes ☒ No See Explanation in Exhibit No. 6
5. **Alien Ownership and Control.** Licensee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments. ☒ Yes ☐ No See Explanation in Exhibit No.
6. **Anti-Drug Abuse Act Certification.** Licensee certifies that neither licensee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862. ☒ Yes ☐ No
7. **Non-Discriminatory Advertising Sales Agreements.** Licensee certifies that its advertising agreements do not discriminate on the basis of race or gender and that all such agreements held by the licensee contain nondiscrimination clauses. Applicants for renewal of noncommercial educational broadcast station licenses select "N/A." ☒ Yes ☐ No See Explanation in Exhibit No. ☐ N/A

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS J. WATKINS	Typed or Printed Title of Person Signing TRUSTEE
Signature 	Date 8-7-19

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).



Section III - TO BE COMPLETED BY AM and FM LICENSEES ONLY

1. **Biennial Ownership Report:** Licensee certifies that the station's Biennial Ownership Report (FCC Form 323 or 323-E) has been filed with the Commission as required by 47 C.F.R. Section 73.3615. ☒ Yes ☐ No 

See Explanation in Exhibit No.
2. **EEO Program:** Licensee certifies that:
- a. The station's Broadcast EEO Program Report (FCC Form 396) has been filed with the Commission, as required by 47 C.F.R. Section 73.2080(f)(1). ☒ Yes ☐ No 

See Explanation in Exhibit No.
- Specify FCC Form 396 File Number 

B396-20120706AAL
- b. The station has posted its most recent Broadcast EEO Public File Report on the station's website, as required by 47 C.F.R. Section 73.2080(c)(6). ☐ Yes ☐ No 

See Explanation in Exhibit No.
- ☒ N/A
3. **Local Public File.** Licensee certifies that the documentation, required by 47 C.F.R. Sections 73.3526 or 73.3527, as applicable, has been placed in the station's public inspection file at the appropriate times. ☒ Yes ☐ No 

See Explanation in Exhibit No.
4. **Discontinued Operations.** Licensee certifies that during the preceding license term the station has not been silent for any consecutive 12-month period. ☒ Yes ☐ No 

See Explanation in Exhibit No.
5. **Silent Station.** Licensee certifies that the station is currently on the air broadcasting programming intended to be received by the public. ☒ Yes ☐ No
6. **Environmental Effects.** Licensee certifies that the specified facility complies with the maximum permissible radio frequency electromagnetic exposure limits for controlled and uncontrolled environments. Unless the licensee can determine compliance through the use of the RF worksheets in the Instructions to this Form, **an Exhibit is required.** ☒ Yes ☐ No 

See Explanation in Exhibit No.

By checking "Yes" above, the licensee also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower, or antenna from radio frequency electromagnetic exposure in excess of FCC guidelines.



KFTK(AM)  
Facility ID #72815  
East St. Louis, IL

Amendment to BR-20120709ACP

Exhibit#1 – Purpose of Amendment

This amendment is filed to update the information contained in the previously filed application referenced above pursuant to 47 CFR §1.65

Section II, Question 2(b) is amended to change the response from “yes” to “no” and to add the following Exhibit 4 because the FCC Enforcement Bureau has adopted and released a Hearing Designation Order (“HDO”, DA 19-506) on June 5, 2019 which, inter alia, raises character issues in connection with the instant application.

Exhibit 4 (Section II, Question 2(b):

LICENSEE HAS RECEIVED A HEARING DESIGNATION ORDER (“HDO”) FROM THE ENFORCEMENT BUREAU (DA 19-506, JUNE 5, 2019) WHICH, INTER ALIA, RAISES CHARACTER ISSUES IN CONNECTION WITH THIS RENEWAL APPLICATION AND WHICH MATTER IS SCHEDULED FOR HEARING IN JUNE 2020.

Exhibit 6 (Section II, Question 4) is amended to update the status of the prior FCC Violations to read as follows:

LICENSEE WAS CITED WITH A NOTICE OF APPARENT LIABILITY FOR WQQW TOGETHER WITH CO-OWNED WQQW BY NAL DATED MAY 18, 2011 (EB-10-CG-0080) FOR VIOLATIONS ASSOCIATED FAILURE TO MAINTAIN PORTIONS OF THE PUBLIC INSPECTION FILE. LICENSEE HAS ACKNOWLEDGED THE VIOLATIONS AND HAS FILED A REQUEST FOR REDUCTION OF FORFEITURE DATED JUNE 13, 2011. SAID REQUEST WAS GRANTED AND THE FORFEITURE PAID AND MATTER CONCLUDED WITH THE NORTHEAST REGION (CHICAGO) FIELD OFFICE. LICENSEE HAS TAKEN CORRECTIVE ACTION SINCE THE DATE OF THE INSPECTION GIVING RISE TO THE NAL (APRIL 20, 2010) WITH RESPECT TO THE APPLICABLE STATIONS' PUBLIC INSPECTION FILES.

LICENSEE ALSO RECEIVED A NOTICE OF VIOLATION DATED SEPTEMBER 17, 2012 FROM THE CHICAGO OFFICE OF THE NORTHEAST REGION OF THE ENFORCEMENT BUREAU REQUESTING ADDITIONAL INFORMATION REGARDING THE ALLEGED VIOLATIONS AND REMEDIAL ACTION. A RESPONSE TO SAME WAS SENT TO THE CHICAGO OFFICE ON OCTOBER 2, 2012. THE NOV ALLEGED VIOLATIONS OF MINIMUM INPUT POWER, ANNUAL IMPEDENCE MEASUREMENTS, AND POSTING OF LICENSES IN MAIN STUDIO. THE REFERENCE NUMBER IS NOV# V201232320009, FILE NO: EB-FIELDNER-12-00003919. NO FURTHER COMMUNICATION FROM THE CHICAGO OFFICE OF THE NORTHEAST REGION WAS RECEIVED FOLLOWING THE LICENSEE'S RESPONSE DATED OCTOBER 2, 2012.

FCC 303-S

APPLICATION FOR RENEWAL OF  
BROADCAST STATION LICENSE

FOR COMMISSION USE ONLY

BR-20120709ACO

FILE NO.

Section I - General Information - TO BE COMPLETED BY ALL APPLICANTS

1. Legal Name of the Licensee ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE		
Mailing Address 6500 W. Main Street, Suite 315		
City BELLEVILLE	State or Country (if foreign address) IL	ZIP Code 62223
Telephone Number (include area code) 618-394-9937	E-Mail Address (if available) info@kzqz1430AM.com	
FCC Registration Number 0014655476	Facility ID Number 90598	Call Sign WQQW

2. Contact Representative Anthony T. Lepore, Esq.		Firm or Company Name Radiotvlaw Associates, LLC
Mailing Address 4101 Albemarle St NW #324		
City Washington	State or Country (if foreign address) DC	ZIP Code 20016
Telephone Number (include area code) 202-681-2201	E-Mail Address (if available) anthony@radiotvlaw.net	

3. If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114):

☐ Governmental Entity ☐ Noncommercial Educational Licensee ☒ Other AMENDMENT

4. **Purpose of Application.**

☐ Renewal of license

☒ Amendment to pending renewal application if an amendment, submit as an exhibit a listing by Section and Item Number the portions of the pending application that are being revised.

Exhibit #1

5. **Facility Information:** ☒ Commercial ☐ Noncommercial Educational

6. **Service and Community of License**

a. ☒ AM ☐ FM ☐ TV ☐ FM Translator ☐ LPFM  
☐ TV Translator ☐ Low Power TV ☐ Class A TV

COMMUnity of License/Area to be Served	
City HIGHLAND	State IL

b. Does this application include one or more FM translator station(s), or TV translator station(s), LPTV station(s), in addition to the station listed in Section I, Question 1? (The callsign(s) of any associated FM translators, TV translators or LPTVs will be requested in Section V).

☐ Yes ☒ No

7. **Other Authorizations.** List call signs, facility identifiers and location(s) of any FM booster or TV booster station(s) for which renewal of license is also requested.

Exhibit No.

☒ N/A

NOTE: In addition to the information called for in Sections II, III, IV and V, an explanatory exhibit providing full particulars must be submitted for each item for which a "No" response is provided.

REDACTED FOR PUBLIC INSPECTION

## Section II - Legal - TO BE COMPLETED BY ALL APPLICANTS

1. **Certification.** Licensee certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Licensee further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application, instructions, and worksheets.

☒ Yes ☐ No

2. **Character Issues.** Licensee certifies that neither the licensee nor any party to the application has or has had any interest in, or connection with:

- a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or any party to the application; or
- b. any pending broadcast application in which character issues have been raised.

☒ Yes ☐ No

See Explanation  
in Exhibit No.

☐ Yes ☒ No

See Explanation  
in Exhibit No.  
1

3. **Adverse Findings.** Licensee certifies that, with respect to the licensee and each party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any laws related to the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination.

☒ Yes ☐ No

See Explanation  
in Exhibit No.

4. **FCC Violations during the Preceding License Term.** Licensee certifies that, with respect to the station(s) for which renewal is requested, there have been no violations by the licensee of the Communications Act of 1934, as amended, or the rules or regulations of the Commission during the preceding license term. If No, the licensee must submit an explanatory exhibit providing complete descriptions of all violations.

☐ Yes ☒ No

See Explanation  
in Exhibit No.  
6

5. **Alien Ownership and Control.** Licensee certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.

☒ Yes ☐ No

See Explanation  
in Exhibit No.

6. **Anti-Drug Abuse Act Certification.** Licensee certifies that neither licensee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.

☒ Yes ☐ No

7. **Non-Discriminatory Advertising Sales Agreements.** Licensee certifies that its advertising agreements do not discriminate on the basis of race or gender and that all such agreements held by the licensee contain nondiscrimination clauses. Applicants for renewal of noncommercial educational broadcast station licenses select "N/A."

☒ Yes ☐ No  
☐ N/A

See Explanation  
in Exhibit No.

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing DENNIS J. WATKINS	Typed or Printed Title of Person Signing TRUSTEE
Signature <i>Dennis J. Watkins</i>	Date 8-7-19

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section III - TO BE COMPLETED BY ~~AM and FM LICENSEES ONLY~~ **REDACTED FOR PUBLIC INSPECTION**

1. **Biennial Ownership Report:** Licensee certifies that the station's Biennial Ownership Report (FCC Form 323 or 323-E) has been filed with the Commission as required by 47 C.F.R. Section 73.3615. ☒ Yes ☐ No 

See Explanation in Exhibit No.
2. **EEO Program:** Licensee certifies that:
- a. The station's Broadcast EEO Program Report (FCC Form 396) has been filed with the Commission, as required by 47 C.F.R. Section 73.2080(f)(1). ☒ Yes ☐ No 

See Explanation in Exhibit No.
- Specify FCC Form 396 File Number 

B396-20120706AAM
- b. The station has posted its most recent Broadcast EEO Public File Report on the station's website, as required by 47 C.F.R. Section 73.2080(c)(6). ☐ Yes ☐ No 

See Explanation in Exhibit No.
- ☒ N/A
3. **Local Public File.** Licensee certifies that the documentation, required by 47 C.F.R. Sections 73.3526 or 73.3527, as applicable, has been placed in the station's public inspection file at the appropriate times. ☒ Yes ☐ No 

See Explanation in Exhibit No.
4. **Discontinued Operations.** Licensee certifies that during the preceding license term the station has not been silent for any consecutive 12-month period. ☒ Yes ☐ No 

See Explanation in Exhibit No.
5. **Silent Station.** Licensee certifies that the station is currently on the air broadcasting programming intended to be received by the public. ☒ Yes ☐ No
6. **Environmental Effects.** Licensee certifies that the specified facility complies with the maximum permissible radio frequency electromagnetic exposure limits for controlled and uncontrolled environments. Unless the licensee can determine compliance through the use of the RF worksheets in the Instructions to this Form, **an Exhibit is required.** ☒ Yes ☐ No 

See Explanation in Exhibit No.

By checking "Yes" above, the licensee also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower, or antenna from radio frequency electromagnetic exposure in excess of FCC guidelines.

WQQW (AM)  
Facility ID #90598  
Highland, IL

Amendment to BR-20120709ACO

Exhibit#1 – Purpose of Amendment

This amendment is filed to update the information contained in the previously filed application referenced above pursuant to 47 CFR §1.65

Section II, Question 2(b) is amended to change the response from “yes” to “no” and to add the following Exhibit 4 because the FCC Enforcement Bureau has adopted and released a Hearing Designation Order (“HDO”, DA 19-506) on June 5, 2019 which, inter alia, raises character issues in connection with the instant application.

Exhibit 4 (Section II, Question 2(b):  
LICENSEE HAS RECEIVED A HEARING DESIGNATION ORDER (“HDO”) FROM THE ENFORCEMENT BUREAU (DA 19-506, JUNE 5, 2019) WHICH, INTER ALIA, RAISES CHARACTER ISSUES IN CONNECTION WITH THIS RENEWAL APPLICATION AND WHICH MATTER IS SCHEDULED FOR HEARING IN JUNE 2020.

Exhibit 6 (Section II, Question 4) is amended to update the status of the prior FCC Violations to read as follows:

LICENSEE WAS CITED WITH A NOTICE OF APPARENT LIABILITY FOR WQQW TOGETHER WITH CO-OWNED WQQX BY NAL DATED MAY 18, 2011 (EB-10-CG-0080) FOR VIOLATIONS ASSOCIATED FAILURE TO MAINTAIN PORTIONS OF THE PUBLIC INSPECTION FILE. LICENSEE HAS ACKNOWLEDGED THE VIOLATIONS AND HAS FILED A REQUEST FOR REDUCTION OF FORFEITURE DATED JUNE 13, 2011. SAID REQUEST WAS GRANTED AND THE FORFEITURE PAID AND MATTER CONCLUDED WITH THE NORTHEAST REGION (CHICAGO) FIELD OFFICE. LICENSEE HAS TAKEN CORRECTIVE ACTION SINCE THE DATE OF THE INSPECTION GIVING RISE TO THE NAL (APRIL 20, 2010) WITH RESPECT TO THE APPLICABLE STATIONS' PUBLIC INSPECTION FILES.

## Seth Williams

---

**From:** Anthony T. Lepore <anthony@radiotvlaw.net>  
**Sent:** Monday, September 09, 2019 2:06 PM  
**To:** Seth Williams  
**Subject:** FW: LMS Radio Renewal Question

Anthony T. Lepore, Esq.  
Tel: 202.681.2201  
anthony@radiotvlaw.net

---

**From:** James Bradshaw [mailto:James.Bradshaw@fcc.gov]  
**Sent:** Monday, August 5, 2019 11:36 AM  
**To:** anthony@radiotvlaw.net  
**Subject:** RE: LMS Radio Renewal Question

Mr. Lepore,

This is a new one. Long story short, there is no way for you to amend the application in CDBS or LMS at this time. Please file a paper amendment with the office of the Secretary in triplicate, and send me an electronic courtesy copy of the filing. I will have someone upload the document(s) to the relevant pending renewals in CDBS so they are part of the public record. The front page of the amendments should reference the relevant file number(s) to be amended.

If you have any questions, let me know.  
Thanks,  
Jim

---

**From:** Anthony T. Lepore <anthony@radiotvlaw.net>  
**Sent:** Thursday, August 1, 2019 2:12 PM  
**To:** James Bradshaw <James.Bradshaw@fcc.gov>  
**Subject:** RE: LMS Radio Renewal Question

Hi again Jim - well, I've got a question now that I'm pretty sure you've not encountered before. I have a broadcaster with 4 AMs in St. Louis (yes, that one) subject to an HDO on their 2012 renewal applications, which have never been granted due to Petitions to Deny filed against them in 2012 - I need to further amend the 303s to add the HDO in response to the character question on same, but of course the 303 forms are now gone from CDBS and these particular BR file numbers don't seem to have migrated to LMS (I can't find them anywhere). Assuming they are somewhere in LMS, how would I go about amending them - select the application and then will amending same be an option on a drop down menu?

Again, I've been through their LMS account and the 2012 BR files (or even the 2004 ones) don't appear to be anywhere - I checked a few other accounts in LMS for other broadcasters and don't see their 2012 renewals imported either - were prior renewals not part of the LMS Migration?

Literally any guidance you can provide will be appreciated.

Anthony

**REDACTED FOR PUBLIC INSPECTION**

**Anthony T. Lepore - Radiotvlaw Associates, LLC**

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

DC Office:

4101 Albemarle Street NW #324

Washington, DC 20016-2151

202.681.2201 (Tel)

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P.O. Box 848842

Hollywood, FL 33084-0842

954.562.4587 (Tel)

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P.O. Box 1272

Pittsfield, MA 01202-1272

617.942.1322 (Tel)

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email and delete the message.



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DC Telephone: (202) 681-2201

MA Telephone: (617) 942-1322

www.radiotvlaw.net

June 21, 2013

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554  
**VIA FEDEX**

**RE: KQQZ (AM), Fairview Heights, IL -Facility ID#5281**  
**BL-20120403AEE -REQUEST FOR EXTENSION OF PROGRAM TEST**  
**AUTHORITY**

Dear Sir or Madam:

On behalf of Entertainment Media Trust, I am writing to request extension of program test authority granted by Audio Division letter dated March 28, 2013, copy of which is attached hereto (the "Staff Letter"). In the Staff Letter, KQQZ was granted program test authority, expiring June 28, 2013, 2012 in connection with the above captioned license application. The Staff Letter also requested Entertainment Media Trust to file a corrective amendment on Form 302-AM to the license application to include an omitted exhibit relating to the 153.4 degree radial, which was filed on March 29, 2013. A subsequent letter dated May 3, 2013 from the Audio Division requesting additional amendment was satisfied by a second amendment filed May 15, 2013.

Audio Division staff advise that these amendments are still under review, but because of the impending expiration of the original limited program test authority on June 28, 2013, Entertainment Media Trust hereby requests that the authority granted in the Staff Letter be extended for an additional 90 days to permit staff to complete the review of the amendments and grant the underlying license application.

Page 2  
June 21, 2013

Please furnish a copy of the letter authorizing extension of the existing Program Test Authority to the undersigned as well as to the licensee. Questions related to same should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony T. Lepore', with a long horizontal line extending to the right.

Anthony T. Lepore, Esq.

Enclosures  
cc: Ed Lubetzky

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

4101 Albemarle Street NW, Suite 324

WASHINGTON, DC 20016-2151

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TELEPHONE (202) 681-2201  
FLORIDA (954) 433-2126  
www.radiotvlaw.net

December 12, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554  
**VIA FEDEX**

**RE: KZQZ (AM), St. Louis, MO -Facility ID#72391**  
**BL-20120403AED – Amendment to FCC Form 302-AM**  
**REQUEST FOR EXTENSION OF PROGRAM TEST AUTHORITY**

Dear Sir or Madam:

On behalf of Entertainment Media Trust, I am writing to request extension of program test authority granted by Audio Division letter dated October 8, 2012, copy of which is attached hereto (the "Staff Letter"). In the Staff Letter, KZQZ was granted full program test authority, expiring December 20<sup>th</sup>, 2012 in connection with the above captioned license application.

The August 20<sup>th</sup>, 2012 amendment to the license application is still under review, but because of the impending expiration of the program test authority granted on October 8, 2012, Entertainment Media Trust hereby requests that the authority granted in the Staff Letter be extended for an additional 90 days to permit staff to complete the review of the August 20<sup>th</sup>, 2012 amendment to the license application and act on same accordingly.

Please furnish a copy of the letter authorizing extension of the existing Program Test Authority to the undersigned as well as to the licensee. Questions related to same should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,



Anthony T. Lepore, Esq.

Enclosures

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

4101 Albemarle Street NW, Suite 324

WASHINGTON, DC 20016-2151

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FLORIDA (954) 433-2126  
www.radiotvlaw.net

February 21, 2013

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

***RE: KQQZ (AM), Fairview Heights, IL -Facility ID#5281***  
***BL-20120403AEE – Amendment to Application for License to Cover***  
**CERTIFICATION OF OWNERSHIP REPORT PER 47 CFR §73.3615**

Dear Ms. Dortch:

In connection with the filing of the Amendment to Form 302-AM application for license to cover the above captioned facility, please let this letter serve to certify that the current biennial ownership report on file for the licensee, Entertainment Media Trust, has been reviewed and is accurate.

Questions related to same should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms  
cc: KQQZ Public File  
Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

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Washington, DC 20016

Member FL & MA Bar

REPLY TO: WASHINGTON

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 681-2201

September 24, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554  
**VIA FEDEX**

**RE: KZQZ (AM), St. Louis, MO -Facility ID#72391**  
**BL-20120403AED – Amendment to FCC Form 302-AM**  
**REQUEST FOR EXPANDED PROGRAM TEST AUTHORITY**

Dear Sir or Madam:

Please find enclosed on behalf of Entertainment Media Trust a three (3) page document in triplicate representing an amendment to the above-referenced filed 302-AM application. This amendment is being furnished in accordance with, and in response to, communication from FCC Staff, who have already been provided a copy of same electronically. The amendment consists of an engineering statement, a “family of curves” exhibit and the certification required by Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C., Section 862.

Consistent with the provisions of the underlying construction permit for this facility, the applicant, with this amendment, again *hereby formally re-requests full Program Test Authority from FCC Staff in connection with this facility* and the application as amended provides all information required by the Special Operating Conditions set forth in the Construction Permit. Please furnish a copy of the letter authorizing Program Test Authority to the undersigned as well as to the licensee. Questions related to same should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms  
cc: KZQZ Public File  
Enclosures

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324

Washington, DC 20016

Member FL & MA Bar

REPLY TO: WASHINGTON

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 681-2201

August 17, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554  
**VIA FEDEX**

**RE: KZQZ (AM), St. Louis, MO -Facility ID#72391**  
**BL-20120403AED – Amendment to FCC Form 302-AM**  
**REQUEST FOR EXPANDED PROGRAM TEST AUTHORITY**

Dear Sir or Madam:

Please find enclosed on behalf of Entertainment Media Trust an FCC Form 302-AM Application (in triplicate) representing an amendment to the above-referenced filed 302-AM application. This amendment is being furnished in accordance with, and in response to, a letter from staff to applicant dated July 20, 2012 (the "Staff Letter") regarding the original filed application, and furnishes the additional data requested by the Staff Letter. Please note that the Staff Letter also requested the filing of a Form 301 to augment the daytime pattern because the original 302-AM application showed a measured directional field strength of 1635.88 mV/m, which exceeded authorized of 1627.25 mV/m on the 340 degree radial. However, that entry was contained a typographical error corrected in this amendment and thus a 301-AM is no longer necessary to augment the daytime pattern.

Consistent with the provisions of the underlying construction permit for this facility, the applicant, with this amendment, again *hereby formally re-requests full Program Test Authority from FCC Staff in connection with this facility* and the application as amended provides all information required by the Special Operating Conditions set forth in the Construction Permit. Please furnish a copy of the letter authorizing Program Test Authority to the undersigned as well as to the licensee. Questions related to same should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms  
cc: KZQZ Public File  
Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

4101 Albemarle Street NW, Suite 324

WASHINGTON, DC 20016-2151

email: anthony @ radiotvlaw.net

FL Office: P.O. Box 823662  
South Florida, FL 33082-3662  
Member FL & MA Bar  
REPLY TO: WASHINGTON

TELEPHONE (202) 681-2201  
FLORIDA (954) 433-2126  
www.radiotvlaw.net

September 6, 2012

Federal Communications Commission  
Regulatory Fees  
P.O. Box 979084  
St. Louis, MO 63197-9000  
**VIA FEDEX**

**RE: KZQZ (AM) Facility ID#72391 St. Louis, MO**  
**KQQZ (AM) Facility ID#5281 DeSoto, MO**  
**WQQW (AM) Facility ID#90598 Highland, IL**  
**WQQX (AM) Facility ID#72815 East St. Louis, IL**  
**KP7637, KP9417, WPLT468, WPWK926, WQDU464, WQFL713, WZZ723 &**  
**WZZ725 (Eight (8) Broadcast Auxiliary Licenses)**  
**2012 Regulatory Fees – FCC Voucher # E002193330**

Ladies and Gentlemen:

Transmitted herewith on behalf of Entertainment Media Trust is one original FCC Form 159-E Remittance Advice and check #2726 as payment in the sum of \$15,655.00 for the 2012 annual regulatory fee filing for the four (4) AM stations and eight (8) broadcast auxiliary stations listed above, which were filed electronically through the FCC's Fee Filer system.

Questions relating to this regulatory fee filing should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

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Washington, DC 20016

Member FL & MA Bar

REPLY TO: WASHINGTON

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 681-2201

July 9<sup>th</sup>, 2012

Federal Communications Commission  
Media Bureau  
P.O. Box 979089  
St. Louis, MO 63197-9000  
**VIA FEDEX**

**RE: WQQX (AM) Facility ID#72815 – East St. Louis, IL - ARN#20120709ACP  
FCC Form 303-S – License Renewal Application**

Dear Sir or Madam:

Please find enclosed, on behalf of Entertainment Media Trust, one original FCC Form 159 Remittance Advice and payment in the sum of \$175.00 as the filing fee for the FCC Form 303-S License Renewal Application filed under the above application reference number in the CDBS system. The companion EEO Report (Form 396) B396-20120706AAL for the above facility has been previously filed through the CDBS system.

Questions relating to this License Renewal Application should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures



REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

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TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 681-2201

July 9<sup>th</sup>, 2012

Federal Communications Commission  
Media Bureau  
P.O. Box 979089  
St. Louis, MO 63197-9000  
**VIA FEDEX**

**RE: WQQW (AM) Facility ID#90598 – Highland, IL - ARN#20120709ACO  
FCC Form 303-S – License Renewal Application**

Dear Sir or Madam:

Please find enclosed, on behalf of Entertainment Media Trust, one original FCC Form 159 Remittance Advice and payment in the sum of \$175.00 as the filing fee for the FCC Form 303-S License Renewal Application filed under the above application reference number in the CDBS system. The companion EEO Report (Form 396) B396-20120706AAM for the above facility has been previously filed through the CDBS system.

Questions relating to this License Renewal Application should be directed to the undersigned. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
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REPLY TO: FLORIDA

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 470-0829

June 28, 2012

Federal Communications Commission  
Media Bureau  
P.O. Box 979089  
St. Louis, MO 63197-9000  
**VIA FEDEX**

**RE: KQQZ (AM), Fairview Heights, IL – Facility ID#5281**  
**BMP-20120628AAL**  
**FCC Form 301 – Application for Modification of Construction Permit**

Dear Sir or Madam:

Please find enclosed, on behalf of Entertainment Media Trust, an original FCC Form 159 Remittance Advice form, attached to a check for \$970.00 representing the filing fee for the above captioned Form 301 Application for Modification of an existing Construction Permit filed in the Commission's CDBS system for the above referenced facility. Questions related to same should be directed to the undersigned.

Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

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Member FL & MA Bar

REPLY TO: FLORIDA

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 470-0829

November 1, 2011

Federal Communications Commission  
Media Bureau  
P.O. Box 979089  
St. Louis, MO 63197-9000  
**VIA FEDEX**

**RE: KQQZ (AM) Facility ID#5281 –University City, MO - BOA-20111101AAB  
KZQZ (AM) Facility ID#72391 – St. Louis, MO – BOA- 20111101AAC  
WQQW (AM) Facility ID#90598 – Highland, IL – BOA-20111101AAD  
WQQX (AM) Facility ID#72815 – E. St. Louis, IL – BOA-20111101AAE  
FCC Form 323 – Biennial Ownership Report**

Dear Sir or Madam:

Please find enclosed on behalf of Entertainment Media Trust an original FCC Form 159 Remittance Advice form, attached to a check for \$240.00 representing the filing fee for the above captioned Biennial Ownership Report filed in the Commission's CDBS system for the four (4) stations listed above. Questions related to same should be directed to the undersigned.

Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

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Washington, DC 20016

Member FL & MA Bar

REPLY TO: FLORIDA

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 470-0829

December 17<sup>th</sup>, 2009

Federal Communications Commission  
Media Bureau Services  
P.O. Box 979089  
St. Louis, MO 63197-9000  
**VIA FEDEX**

**RE: KQQZ (AM) Facility ID#5281 – BOA-20091217ABS  
KZQZ (AM) Facility ID#72391 -BOA-20091217ABT  
WQQW(AM) Facility ID#90595 - BOA-20091217ABU  
FCC Form 323 – Biennial Ownership Report**

Dear Sir or Madam:

Please find enclosed on behalf of Entertainment Media Trust, an original FCC Form 159 Remittance Advice form, attached to a check for \$180.00 representing the filing fee for the above captioned Biennial Ownership Reports filed in the Commission's CDBS system for the stations listed above. Questions related to same should be directed to the undersigned.

Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

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email: anthony @ radiotvlaw.net

Admitted Florida  
and Massachusetts Bar

TELEPHONE (954) 433-2126  
FACSIMILE (954) 436-6288

---

October 20<sup>th</sup>, 2010

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

***RE: WQQX (AM) Facility ID#72815 – East St. Louis, IL  
FCC Application No: BP-20100716AAR***

Dear Ms. Dortch:

On behalf of Dennis J. Watkins, Trustee of Entertainment Media Trust, the licensee of WQQX (AM), East St. Louis, I am writing to request that you withhold action on the above application for Modification of License (Form 301) for a period of sixty (60) days from the date of this letter to permit the applicant to amend same and address technical deficiencies to the application that have been identified post-filing.

We will notify staff upon filing of amendments addressing these issues in order to restart review of the application by Audio Division staff. Thank you in advance for your attention to this matter.

Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,



Anthony T. Lepore, Esq.

ATL:ms

cc: WQQX Public File  
Joseph Szczesny, Audio Division

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324  
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Member FL & MA Bar  
REPLY TO: FLORIDA

TELEPHONE (954) 433-2126  
FACSIMILE (954) 436-6288  
Washington DC Office (202) 470-0829

June 25th, 2010

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

**RE: WQQX (AM) Facility ID#72815 – East St. Louis, IL**  
**FCC File No: BAL-20091103ABM**

Dear Ms. Dortch:

I am writing on behalf of Dennis J. Watkins, Trustee of the Entertainment Media Trust, the current licensee of the above AM radio station, which consummated its acquisition of same on January 15<sup>th</sup>, 2010 and will be the licensee of the station on July 8<sup>th</sup>, 2010. Pursuant to 47 CFR §1.3 and the instructions contained in the **Public Notice** dated June 23<sup>rd</sup>, 2010 (DA 10-1108) relative to MB Docket No. 07-294, Entertainment Media Trust requests a waiver of the obligation to file Biennial Form 323 by July 8<sup>th</sup>, 2010 because it does not have and cannot obtain the required information from the prior owner and cannot certify to the accuracy of the information that is publicly available because it lacks the necessary information to support such a certification. As such, Entertainment Media Trust respectfully requests the aforementioned waiver.

As further provided in the **Public Notice**, a courtesy copy of this waiver request is being provided to Kristi Thompson, Media Bureau, Industry Analysis Division, Room 2-C124 via email to [Form323@fcc.gov](mailto:Form323@fcc.gov). Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,



Anthony T. Lepore, Esq.

ATL:ms  
cc: WQQX Public File  
Kristi Thompson (via email to Form323@fcc.gov)

**Before the  
Federal Communications Commission  
Washington, DC**

In re Applications of:	)	
	)	
<b>ENTERTAINMENT MEDIA TRUST,</b>	)	
<b>DENNIS J. WATKINS, TRUSTEE</b>	)	
	)	
KFTK (AM), East St. Louis, Illinois (Facility ID 72815)	)	File No. BAL-20160919ADH
	)	
KZQZ (AM), St. Louis, Missouri (Facility ID 72391)	)	File No. BAL-20160919ADI
	)	
KQQZ (AM), DeSoto, Missouri (Facility ID 5281)	)	File No. BAL-20160919ADJ
	)	
WQQW (AM), Highland, Illinois (Facility ID 90598)	)	File No. BAL-20160919ADK
	)	
For Assignment of License	)	

TO: Marlene H. Dortch  
Secretary of the Commission

ATTN: Peter H. Doyle  
Chief, Audio Services Division, Media Bureau

**OPPOSITION TO PETITION TO DENY**

Entertainment Media Trust, Dennis J. Watkins, Trustee (“EMT”) hereby files its Opposition to the Petition to Deny (“Petition”) filed by Mark A. Kern (“Kern”)<sup>1</sup>, and in response thereto states that the Petition is merely a continuing effort of Mr. Kern to harass a political opponent and critic of his performance of public duties. The Petition contains no new information and relies upon speculation and supposition as the basis for its demand for review of the assignment applications in question.

**BACKGROUND**

<sup>1</sup> Kern’s Petition is dated October 21, 2016. EMT filed a Motion for Extension of Time on October 28, 2016, which Kern’s counsel agreed to, extending the response date for this Opposition to November 15, 2016.

As noted in the Petition, Kern filed petitions to deny against the license renewal applications of each of the 4 stations subject to this Petition in 2012. Those petitions to deny (the “Renewal Petitions”)<sup>2</sup> remain pending with the Commission. EMT has filed responsive pleadings to the Renewal Petitions addressing the allegations therein, which Kern repeats in the instant Petition and which EMT again denies.<sup>3</sup>

EMT does concur with Kern that ordinarily, the pendency of the renewal applications would preclude grant of the instant license assignment applications, absent action on the renewal applications at the same time.<sup>4</sup> Those instances, however, are all related to cases where the assignor and assignee are different parties. In the instant applications, both the assignor and assignee remain the same individual, Dennis J. Watkins, as Trustee, so there is no change in control, but there is a change in beneficial interest from Stephen Romanik, now deceased, to Katrina Sanders. Licensee is not “selling out” from under a potential disqualification, as alleged by Kern, but rather reporting and seeking consent to a change in beneficial interest due to the death of the original beneficiary utilizing Form 314 as directed by FCC staff. Furthermore, there is no “sale” here where the party alleged to have engaged in misconduct would be profiting from sale proceeds. No consideration is being paid as a result of the proposed transaction, which is more in the nature of a reorganization (with the same controlling party, Dennis J. Watkins,

<sup>2</sup> The Renewal Petitions were filed against BR-20120709ACO, BR-20120709ACP, BR-20120921AAW and BR-20120921ABA.

<sup>3</sup> Kern again alleges that EMT was guilty of lack of candor and misrepresentation, however, as stated in EMT’s pleadings relating to the Renewal Petitions, EMT furnished, at FCC staff request, copies of the operative trust instruments and other information requested by FCC staff in connection with EMT’s acquisition of KQQZ in BAL-20090925ABD, which was granted by the Commission.

<sup>4</sup> Kern cites to *Jefferson Radio Corp. v. FCC*, 340 F.2d 781 (D.C. Cir. 1964) as authority for this proposition.



continuing to maintain 100% control over the licensee Trust) and continuing the broadcasting services to the EMT stations' communities of license.<sup>5</sup>

## DISCUSSION

The death of Stephen Romanik II followed a lengthy debilitating illness. As noted in the Renewal Petition pleadings, Stephen was (prior to his illness) a police officer. As beneficiary of the Trust, Stephen did not control the licenses of the broadcast facilities, which was reserved to Dennis J. Watkins as Trustee as specified in the trust agreement, but rather was recipient of the Trust income, when available, from the Trustee in accordance with the Trust terms. Stephen was also the equitable owner of Insane Broadcasting Company, which handled billing and administrative matters for the broadcasting station but held no broadcast interests. In May 2015, Stephen, faced with increasing illness, had Katrina Saunders assume a greater role in the operation of Insane Broadcasting Company to enable Stephen to focus on his health. Kern argues that Stephen's death was a reportable event, but since he had no control over the licenses or the Trust, his death was not of decisional significance in the Renewal Petition proceeding, and until proceedings under applicable Illinois law were completed, the Assignment Applications herein could not be prepared and filed disclosing the change in beneficial interest, as it was undetermined until such proceedings were completed. Contrary to Kern's assertion, EMT accurately reported in its November 2015 Ownership Report that Stephen was no longer a

<sup>5</sup> See, e.g., *Lane Broadcasting Corporation*, *supra*, 20 FCC Rcd at 19375; *Harry O'Connor*, 2 FCC 2d at 49 ¶ 10; see also, *Spanish Int'l Communications Corp.*, Memorandum Opinion and Order, 2 FCC Rcd 3336, 3339-40 (1987) *rev'd sub nom. Coalition for the Preservation of Hispanic Broadcasting v. FCC*, 893 F.2d 1349, 1362 (D.C. Cir 1990), *vacated and aff'd*, 931 F.2d 73 (D.C. Cir) (*en banc*), *cert. denied*, 502 U.S. 907 (1991) (permitting the sale of seven television stations for which renewal applications had been designated for evidentiary hearing would "expeditiously remove the 'cloud' that has surrounded the operation of these stations" during the pendency of this proceeding, acknowledging that "service to the public may deteriorate during an extended period of uncertainty").

beneficiary of the Trust by removing him from said report. Form 323 Ownership Report does not offer any place to provide a narrative to describe the reasons for such removal.

Stephen exercised the power of appointment contained in the EMT Restated Trust Agreement dated December 19, 2012 (a true copy of which is filed in the Renewal Petitions proceeding) to Robert Romanik, who, as stated in the instruments filed in this proceeding, declined such appointment and assigned his rights to Katrina Saunders, all of which was properly documented under Illinois trust and probate rules, and copies of which were filed with the Assignment Applications. Kern then alleges that the proposed Assignee herein is merely the “continuation of a subterfuge” regarding Robert Romanik. Query – how can it be “subterfuge” when the documents disclose that Robert Romanik declined the appointment from Stephen Romanik and assigned his rights to Katrina Saunders? Is Robert Romanik an on-air host and “face” of the Radio stations? Most assuredly yes. Does that equate to “de facto” control as alleged by Mr. Kern? Most assuredly no. Mr. Kern claims the purpose of the trust was to conceal Robert Romanik’s 1998 and 1999 felony convictions and his involvement with the Radio Stations. As noted in footnote 3, FCC staff inquired and received information concerning the trust in connection with the acquisition of KQQZ in 2009, and was satisfied with the materials and information provided. It begs credulity for Mr. Kern to argue that Robert Romanik was “concealing” himself as associated with the stations as he is the most popular on-air host of programming on the radio stations and drives around in a vehicle decorated with the call signs of the radio stations.

Kern then somehow extrapolates from the execution and filing of the LMA for KFTK, duly executed by Dennis J. Watkins, that it is “probably and reasonable” to assume Robert Romanik negotiated and approved said instrument. This delusional conclusion, made up out of

thin air, is simply a continuing product of the political feud existing between Robert Romanik and Mark Kern concerning governance of St. Clair County, Illinois. Mr. Kern doesn't like criticism, and is trying to silence Robert Romanik from criticizing him. The use of Commission processes, time and personnel to bootstrap that effort to silence a critic is an affront to the First Amendment. Mr. Kern recognizes that he will get no traction complaining about the content of Robert Romanik's protected speech, so he is using whatever means necessary to attempt to make an end run around the First Amendment and attempt to "chill" such free speech.

Insofar as Kern's assertion that a newspaper article purports to present a basis for inquiry regarding the propriety of EMT's entry into a Local Marketing Agreement with Emmis Radio License, LLC for KFTK, EMT would suggest that Mr. Kern is undoubtedly aware of the ability of media reports to inaccurately characterize matters<sup>6</sup> based on incomplete information. As such, Mr. Kern's suggestion is wholly without basis or merit.

## **CONCLUSION**

EMT hereby requests that the Commission proceed with consideration of the instant Assignment Applications which do not change the control of the licensee whatsoever but merely address a change in the holder of the beneficial interests in the licensee due to Stephen Romanik II's untimely death. In this particular case, the pendency of the Renewal Applications proceedings should not be an impediment to grant of the Assignment Applications.

<sup>6</sup> See e.g. NBC Correspondent Jeff Rossin's report on Mr. Kern and MidAmerica Airport <https://static.nbclearn.com/files/highereddsa/site/pdf/104795.pdf>

Respectfully submitted,

**Entertainment Media Trust,  
Dennis J. Watkins, Trustee**

By: \_\_\_\_\_  
Anthony T. Lepore, Esq.  
Its Attorney

RADIOTVLAW ASSOCIATES, LLC  
4101 Albermarle Street NW, Suite 324  
Washington, DC 20016  
(202) 681-2201

November 15, 2016

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, hereby certify that a true and correct copy of the foregoing Opposition to Petition to Deny was sent by first-class, postage prepaid mail this 15th day of November, 2016, to the following:

Peter H. Doyle, Chief  
Audio Division, Media Bureau  
Federal Communications Commission  
Room 2-A267  
445 12th Street, SW  
Washington, DC 20554

Richard A. Helmick, Esq.  
Cohn and Marks LLP  
1101 17th Street, NW  
Suite 1001  
Washington, DC 20036  
*Counsel for Mark A. Kern*

---

Anthony T. Lepore

Before the  
Federal Communications Commission  
Washington, DC

In re Applications of: )  
)  
**ENTERTAINMENT MEDIA TRUST,** )  
**DENNIS J. WATKINS, TRUSTEE** )  
)  
KFTK (AM), East St. Louis, Illinois (Facility ID 72815) ) File No. BAL-20160919ADH  
)  
KZQZ (AM), St. Louis, Missouri (Facility ID 72391) ) File No. BAL-20160919ADI  
)  
KQQZ (AM), DeSoto, Missouri (Facility ID 5281) ) File No. BAL-20160919ADJ  
)  
WQQW (AM), Highland, Illinois (Facility ID 90598) ) File No. BAL-20160919ADK  
)  
For Assignment of License )  
  
TO: Marlene H. Dortch  
Secretary of the Commission

ATTN: Peter H. Doyle  
Chief, Audio Services Division, Media Bureau

**MOTION FOR EXTENSION OF TIME TO FILE**  
**OPPOSITION TO PETITION TO DENY**

Entertainment Media Trust, Dennis J. Watkins, Trustee (“EMT”), pursuant to Rule 1.46, hereby respectfully requests an extension of time, through and including November 15, 2016, in which to respond to the Petition to Deny (the “Petition”) EMT’s above-captioned applications for assignment of the licenses to Entertainment Media Trust #2, Dennis J. Watkins, Trustee, filed by Mark A. Kern (“Mr. Kern”) on October 21, 2016. Additional time is necessary because EMT’s counsel is out of the country through October 31, 2016.

Counsel for Mr. Kern has consented to this extension of time.

EMT therefore respectfully requests that the time for submitting its response to the Petition be extended to November 15, 2016.

Respectfully submitted,

**Entertainment Media Trust,  
Dennis J. Watkins, Trustee**

A handwritten signature in black ink, appearing to read 'Anthony T. Lepore', written over a horizontal line.

By: \_\_\_\_\_  
Anthony T. Lepore, Esq.  
Its Attorney

RADIOTVLAW ASSOCIATES, LLC  
4101 Albermarle Street NW, Suite 324  
Washington, DC 20016  
(202) 681-2201

October 28, 2016

**CERTIFICATE OF SERVICE**

I, \_\_\_\_\_, hereby certify that a true and correct copy of the foregoing Motion for Extension of Time to File Opposition to Petition to Deny was sent by first-class, postage prepaid mail this 28th day of October, 2016, to the following:

Peter H. Doyle, Chief\*  
Audio Division, Media Bureau  
Federal Communications Commission  
Room 2-A267  
445 12th Street, SW  
Washington, DC 20554

Richard A. Helmick, Esq.  
Cohn and Marks LLP  
1101 17th Street, NW  
Suite 1001  
Washington, DC 20036  
*Counsel for Mark A. Kern*

\*via hand delivery

---



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

In re: Application of )  
 )  
 **Entertainment Media Trust** )  
 )  
 For Construction Permit for Minor Change to ) File No: BP-20100716AAR  
 Station WQQX (AM) East St. Louis, IL )  
 (Facility ID#72815) )  
 )

***PETITION FOR RECONSIDERATION***  
***of***  
***ENTERTAINMENT MEDIA TRUST***

Entertainment Media Trust (hereinafter “EMT”) hereby submits this Petition for Reconsideration of the Media Bureau’s dismissal of its Application for Construction Permit (BP-20100716AAR) (the “Application”) by letter dated June 30<sup>th</sup>, 2011, a copy of which is attached hereto as ***Exhibit “1”***, pursuant to 47 C.F.R. §1.106 and §73.4015.

***Background***

EMT filed an original application for minor change under file number BP-20100716AAR. Audio Division staff initially identified incomplete technical data and following a request for additional time (granted by letter dated October 27<sup>th</sup>, 2010, copy enclosed as ***Exhibit “2”***), an amendment was filed on December 10<sup>th</sup>, 2010 addressing the items initially identified by Audio Division staff as being incomplete. No further action or information was received on this Application until its dismissal by the letter attached as ***Exhibit “1”*** dated June 30<sup>th</sup>, 2011.

***The Staff Decision***

In its *Letter to Entertainment Media Trust*, dated June 30<sup>th</sup>, 2011, (the “Initial Decision”) the Audio Division of the Media Bureau dismissed the Application for minor

modification. The Initial Decision reasoned that the Application was unacceptable for filing because, despite the amendment previously filed to address staff concerns, the Application as a whole was still lacking in technical information necessary for Audio Division staff to fully and fairly evaluate the Application. In particular, staff identified the following deficiencies in the application:

- A. Prohibited contour overlaps with other AM stations using FCC M3 ground conductivity data since the application did not provide the measurement data graphs used by the applicant's consulting engineer to arrive at its conclusions;
- B. Nighttime coordinate errors in the application data; and
- C. June 2006 and June 2010 ground conductivity data for WFFX (AM) were plotted on separate instruments and needed to be plotted on the same graph to determine ground conductivity.

Audio Division staff also noted in a footnote the availability of a curative amendment to address these deficiencies, which has been filed within 30 days of the Initial Decision together with this Petition for Reconsideration pursuant to 47 C.F.R. §1.106(f), and consistent with *Commission States Future Policy on Incomplete and Patently Defective AM and FM Construction Permit Applications Public Notice*, MM Docket 93-37, FCC 84-366, 55 RR 2d 776, released August 2, 1984 (the "Policy").

### ***Argument***

EMT is cognizant that the application was subject to dismissal because of the deficiencies identified above, which have been addressed in a curative amendment filed even date with this Petition for Reconsideration. Consistent with the language of the

Policy, EMT has submitted the required minor curative amendment to address all of the engineering matters identified by staff as problematic, and in accordance with the language of the Policy, respectfully requests reconsideration of the dismissal by staff and reinstatement of same *nunc pro tunc*. EMT has engaged in a **full** review of **all** portions of the Application prior to submitting the curative amendment that accompanies this Petition and is confident of the content of the Application as now amended.

***Conclusion***

In conclusion, EMT respectfully requests reconsideration of the staff's dismissal of the Application and that the Application be reinstated *nunc pro tunc* as amended.

Respectfully Submitted



---

Anthony T. Lepore, Esq.  
Counsel for EMT  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

July 8<sup>th</sup>, 2011

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Petition for Reconsideration" was served this 8th day of July, 2011 by first class United States Mail, postage prepaid, upon the following:

Mr. Joseph Szczesny  
Audio Division -Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554

A handwritten signature in black ink, appearing to read 'A. Lepore', with a long horizontal line extending to the right.

---

Anthony T. Lepore, Esq.

**FEDERAL COMMUNICATIONS COMMISSION**  
**445 12<sup>th</sup> STREET SW**  
**WASHINGTON DC 20554**

MEDIA BUREAU  
AUDIO DIVISION  
TECHNICAL PROCESSING GROUP  
APPLICATION STATUS: (202) 418-2730  
HOME PAGE: [www.fcc.gov/mb/audio](http://www.fcc.gov/mb/audio)

PROCESSING ENGINEER: HUONG K CHAU  
TELEPHONE: (202) 418-2733  
FACSIMILE: (202) 418-1411  
MAIL STOP: 1800B3  
INTERNET ADDRESS: [huong.chau@fcc.gov](mailto:huong.chau@fcc.gov)

Entertainment Media Trust,  
Dennis J. Watkins  
6500 West Main Street  
Suite 315  
Belleville, IL 62223

JUL 20 2012

Re: Entertainment Media Trust,  
KZQZ(AM), St Louis, Missouri  
Facility Identification Number: 72391  
BP-20100317ABB (Construction Permit)  
BL-20120403AED (License)

Dear Mr. Watkins:

This is in reference to the above-captioned license application and the request for program test authority for station, KZQZ(AM), St Louis, Missouri.

A preliminary review of the application indicates that the directional log-log graphs do not match the non-directional log-log graphs. KZQZ(AM) must re-analyze all the directional field strength measurements using the same graphs as the non-directional field strength measurements. In addition, the measured directional field of 1635.88 mV/m exceeds the authorized field of 1627.25 mV/m on radial 340°. Pursuant to Section 73.152, KZQZ(AM) must file an application (FCC Form 301) to augment the daytime pattern. Finally, KZQZ(AM) must also include in the amendment the following: (1) which antenna is used to conduct the non-directional proof and how it was isolated from other towers, (2) the non-directional antenna impedance and antenna current, and (3) the calibration dates of the field intensity meters.

Authority is granted KZQZ(AM) to conduct daytime limited program tests in accordance with Construction Permits BP-20100317ABB and Section 73.1620 on 1430 kHz with a daytime nominal power of 50.0 kilowatts. Program tests are authorized with a restricted daytime antenna input power of 26.3 kilowatts (common point current of 22.93 amperes) due to excessive radiation on the 340° radial.

Program tests should be conducted with the directional antenna system adjusted in accordance with the enclosed specifications. Please advise this office of any discrepancies noted in the enclosed specifications. Further action on the subject application will be withheld for a period of 30 days from the date of this letter to provide an opportunity to respond. Failure to respond

**REDACTED FOR PUBLIC INSPECTION**

within this time period will result in the dismissal of the application pursuant to Section 73.3568 of the Commission's rules. This authority expires on **September 20, 2012**.

Sincerely,



Son Nguyen  
Supervisory Engineer  
Audio Division  
Media Bureau

cc: Robert Morrow

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

4101 Albemarle Street NW, Suite 324

WASHINGTON, DC 20016-2151

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TELEPHONE (202) 681-2201  
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www.radiotvlaw.net

December 28, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

***RE: WQQX (AM) Facility ID#72815 – East St. Louis, IL  
Restated Trust Agreement and Nonjudicial Settlement Agreement***

Dear Ms. Dortch:

Transmitted herewith on behalf of Entertainment Media Trust., licensee of WQQX (AM), East St. Louis, IL, are copies of instruments required to be filed with the Commission in accordance with 47 C.F.R. 73.3613.

If additional information is required, please do not hesitate to contact the undersigned immediately .

Sincerely,

Anthony T. Lepore, Esq.

ATL: ms

Enclosures

LAW OFFICES  
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December 28, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

***RE: WQQW (AM) Facility ID#90598 – Highland, IL  
Restated Trust Agreement and Nonjudicial Settlement Agreement***

Dear Ms. Dortch:

Transmitted herewith on behalf of Entertainment Media Trust., licensee of WQQW (AM), Highland, IL, are copies of instruments required to be filed with the Commission in accordance with 47 C.F.R. 73.3613.

If additional information is required, please do not hesitate to contact the undersigned immediately .

Sincerely,

Anthony T. Lepore, Esq.

ATL: ms

Enclosures



LAW OFFICES  
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December 28, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

***RE: KQQZ (AM) Facility ID#5281 – DeSoto, MO  
Restated Trust Agreement and Nonjudicial Settlement Agreement***

Dear Ms. Dortch:

Transmitted herewith on behalf of Entertainment Media Trust., licensee of KQQZ (AM), St. Louis, MO, are copies of instruments required to be filed with the Commission in accordance with 47 C.F.R. 73.3613.

If additional information is required, please do not hesitate to contact the undersigned immediately .

Sincerely,

Anthony T. Lepore, Esq.

ATL: ms

Enclosures

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December 28, 2012

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

***RE: KZQZ (AM) Facility ID#72391 – St. Louis, MO  
Restated Trust Agreement and Nonjudicial Settlement Agreement***

Dear Ms. Dortch:

Transmitted herewith on behalf of Entertainment Media Trust., licensee of KZQZ (AM), St. Louis, MO, are copies of instruments required to be filed with the Commission in accordance with 47 C.F.R. 73.3613.

If additional information is required, please do not hesitate to contact the undersigned immediately .

Sincerely,

Anthony T. Lepore, Esq.

ATL: ms

Enclosures

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

In the Matter of )  
 )  
Expansion of Online Public File Obligations ) MB Docket No. 14-127  
To Cable and Satellite TV Operators and )  
Broadcast and Satellite Radio Licensees )

***COMMENTS OF  
of  
ENTERTAINMENT MEDIA TRUST***

Entertainment Media Trust (“EMT”)<sup>1</sup> submits these comments in response to the Commission’s *Notice of Proposed Rulemaking*<sup>2</sup> (the “*NPRM*”) relative to the proposals associated with requiring broadcast radio stations to transition to the online public file system adopted by broadcast television stations.

The *NPRM* was preceded by a Request for Comments<sup>3</sup> (the “*Request for Comments*”) that in turn was prompted by the filing of a Petition for Rulemaking (the “*Petition*”) by various parties seeking expansion of the online public file requirement from broadcast television stations to cable television and satellite television operators, filed July 31, 2014. Notably, the *Petition* only addressed the issue of expansion of the online public file filing requirements from broadcast television operators to cable and satellite television operators, and did not address broadcast radio in any fashion. In the

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<sup>1</sup> EMT is an FCC licensee of 4 AM radio stations located in Illinois and Missouri.

<sup>2</sup> *Notice of Proposed Rulemaking* in MB Docket No. 14-127, (rel. December 18, 2014)(the “*NPRM*”)

<sup>3</sup> *Request for Comments in Petition for Rulemaking filed by the Campaign Legal Center, Common Cause and the Sunlight Foundation Seeking Expansion of Online Public File Obligations to Cable and Satellite TV Operators* in MB Docket No. 14-127, DA-14-1149 (rel. August 7, 2014)(the “*Request for Comments*”).

*Request for Comments*, the Commission sought input on the Petition, and then, in one sentence, added that:

“We also seek comment on whether the Commission should initiate a rulemaking proceeding to require broadcast radio stations to use the online public file, and on an appropriate time frame for such a requirement.”

The *Petition* also noted, in a footnote, that Commission staff were currently exploring the feasibility of the Commission’s technical and financial resources to permit the voluntary uploading of radio station public files to its electronic systems.

The *NPRM* seeks comment on proposals to transition public file obligations to online services for cable operators, DBS and SDARS licensees, as well as broadcast radio licensees. The comments herein are related solely to the proposals which affect broadcast radio licensees.

Initially, EMT would point out that the relevant rule (*47 CFR §73.3526*) is captioned “Local Public Inspection File of Commercial Stations”. There is nothing inherently “local” about posting a public file on the internet and having it hosted at [www.fcc.gov](http://www.fcc.gov), where any party, irrespective of their location, will have access to the contents thereof. While such access may be a laudable goal, the ability of parties with little, if any connection to the community of license to be able to usurp Commission resources by filing meritless complaints against licensees alleging public file violations is a very real possibility (which has already been realized by television licensees subject to complaints by special interest groups not located within their communities of license). EMT also queries what urgency prompted this particular *NPRM* to be produced and issued a mere 134 days after release of the *Request for Comments*, while the *AM*

*Revitalization*<sup>4</sup> proceeding, which would bring regulatory and economic relief to small radio broadcasters on the AM band, continues to languish at the Portals.

With respect to the proposals contained in the *NPRM*, the following comments are offered:

A. Having decided without further comment in the *NPRM* to require broadcast radio licenses to transition to online public files, the *NPRM* first turns to the technical aspects of implementation. The *NPRM* estimates that approximately 15,425 broadcast radio licensees would need to upload their public files to the FCC's online database. Various responses to the *Request for Comments* expressed concern about the FCC's online database capabilities and the potential for system failure if all those radio licensees tried to upload material at the same time, particularly during peak times. It is suggested that the filing window required to upload material be expanded to thirty (30) days from the current ten (10) day window to reduce stress on system resources. It is also suggested for further system stress reduction that there be staggered filing periods for those radio licensees who must initially upload their existing public files to the online system keyed to the licensee's state, similar to the staggered system utilized for license renewals.

B. The *NPRM* proposes for radio licensees, as is the case with television licensees, to host the online public file and transfer to it all material already on file with the FCC, and require licensees to upload the material that is not on file with the FCC. Of concern here are many AM Broadcast licenses. In a number of instances, AM broadcast licenses are too old to be contained in the FCC's electronic systems as they predate the systems' inception. Will FCC staff retrieve and scan paper copies of these licenses from the Commission's paper files or will the obligation be on the licensee to upload these

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<sup>4</sup> See *Revitalization of AM Service*, MB Docket 13-249, released October 31, 2013.

documents? The *NPRM* further proposes to require maintenance of a licensee's political file on a "going forward" basis online (from the effective date of a rule arising from the *NPRM*) and maintaining the existing physical public file for the requisite two year period required by the Commission rules. Concerns here relate to the implementation and effective date of the new rules proposed by the *NPRM*. If the effective date ends up being in the middle of the 2016 national primary or regular election period, it would be expected to cause havoc amongst licensees trying to maintain existing political records on paper and "immediately" uploading on a forward looking basis new political buys as proposed in the *NPRM*. It is suggested that whatever effective date is decided upon, it should be in a period where minimal election activity is taking place to ease the transition from physical maintenance of the political file to online maintenance of same.

C. In connection with the *NPRM*'s query as to timeline to upload all pre-existing material to the online system, with respect to radio licensees, it is suggested that the timeline should be staggered in order to facilitate all stations having the ability to upload their material and not cause a system strain as the deadline approaches. As further suggested above, this period should run on staggered terms keyed to a licensee's broadcast renewal application date. For example, a radio licensee in Florida would be required to upload its pre-existing public file no later than the October 1<sup>st</sup> next following the effective date of the rules proposed by the *NPRM*, (provided that is at least 6 months from the effective date), while one in Georgia would upload by December 1<sup>st</sup> next following the effective date of the rules proposed by the *NPRM* (again, assuming at least 6 months time is permitted; if not, then the effective date would be the same month and day in the following year). In this way, the Commission could first transition the cable,

DBS and satellite systems in one timeline and then stagger the much larger number of broadcast radio licensees over a period of time to preserve resources and avoid system failures.

D. With respect to the NPRM's query regarding back-up files, it is noted that requiring radio licensees to continue to maintain local paper back-ups of their political file for those "rare times that the Commission's online public file is unavailable..." calls into question the very justification for the online public file rule. As proposed, this would require broadcast licensees to continue to maintain their local paper political file as a "back-up" and now also "immediately" upload the political file to the FCC. That proposal now doubles the amount of work that short-staffed radio licensees must engage in. Rather than making compliance easier for radio licensees, the NPRM's proposals only increase the burden in radio licensees with no tangible benefit to them. Indeed, the only party benefiting from this proposal are remote third parties unaffiliated with the local community who will utilize the availability of the online political file to pursue, as has happened to television licensees, questionable claims of violations which FCC staff, similarly overburdened, must resolve. The only other benefiting party are bad actors who have utilized material posted in online political files for criminal activity (i.e. forged checks). Any LOCAL individual interested in a station's political file will, as previously, have the ability to view that political file that will now continue to be maintained at the radio licensee's main studio. Why then require the political file to be online as well?

E. The *NPRM*'s proposals regarding announcements and links, the location of the existing physical public file and designated contact person, and EEO materials all seem reasonable and practical assuming implementation of the online filing requirements and

thus no additional comment is offered thereon, except to reinforce the concept that the online filing requirement is not replacing the existing local public file maintenance obligation, but rather adding to that obligation.

F. With respect to issues specific to broadcast radio licensees, the *NPRM* proposed radio licensees to upload “.... citizen agreements, certain EEO materials, issues/programs lists, local public notice announcements, time brokerage agreements, joint sales agreements, materials related to FCC investigations or complaints (other than investigative information requests from the Commission), and any new political file material.”<sup>5</sup> The remainder of material would presumably be imported from other FCC databases. Note, however, the prior comments above regarding AM Station Licenses, which in many cases do not exist in the CDBS system. This is still a significant amount of material to be uploaded by radio licensees who may not have either the staff, resources, technology or internet access capable of accomplishing this task. With respect to the proposal to require radio licensees to continue to maintain the existing political file, as noted above, coupled with the “back-up” obligations as proposed, this simply doubles the obligations of radio licensees with respect to political file obligations with no articulated benefit to the local public or the licensee.

G. As far as implementation timelines, this commenter concurs with the *NPRM*’s proposal to begin mandatory filing initially with commercial radio licensees in the top 50 Arbitron (*nee* Nielsen) radio markets that have 5 or more full time employees. All commercial radio licensees with 5 or more full time employees in markets 51 and above should not have mandatory filing for two (2) years after the commencement of online filing, as proposed by the *NPRM*. All NCE radio stations and commercial radio stations

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<sup>5</sup> *NPRM* at ¶ 63.



with less than 5 full time employees in ALL markets should be permanently exempted from the mandatory online filing requirement, but should be permitted to voluntarily utilize the online public file system should they desire. This will reduce the burden on those radio licensees who are least able to absorb the additional time, expense, staff resources, etc. required by implementation of the *NPRM*'s proposals. In addition, any radio licensee who can demonstrate to the Commission the unavailability of reliable high speed broadband<sup>6</sup> access at its main studio should be permitted to petition for exemption from the online filing requirement until such time as access is available. Evidence of such unavailability could be correspondence or other documentation from the local exchange carrier or cable company indicating unavailability of fiber optic or cable broadband (as that term is now defined by the Commission) to that address.

H. The proposal for the Commission to upload contour maps to each station's public file using existing data acknowledges that AM contour modeling is difficult. Many AM licensees who have not modified their facilities during the period of their ownership may not have reliable contour map information. Many use the maps provided by *radio-locator.com* for lack of any other material. To the extent that AM licensees have any contour maps, it is appropriate for same to be uploaded IF technically possible. Provided a standard 8 x 11 page sized map is available to a licensee, it could provide that to the online public file, but it should be in addition to any contour maps produced by FCC modeling.

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<sup>6</sup> As the term "broadband" is now defined by the Commission. See "2015 Broadband Progress Report and Notice of Inquiry" released February 4, 2015 (FCC 15-10) defining "broadband" as 25 Mbps download and 3 Mbps upload speeds.

I. Providing location of main studio and contact information with the online public file is generally not objectionable information, with the caveat that the wider dissemination of this information raises safety and security concerns for station staff which will cause additional cost and expense to station licensees. As an alternative, a contact phone number and email address should be required, and anyone interested in viewing the material physically could make prior arrangements to do so (and/or have the material mailed/e-mailed to them, if feasible). In this manner, visitors could be pre-screened or their requests addressed directly rather than require visiting the main studio. Given safety and security concerns, this approach would reflect a reasonable balancing of the respective interests. As it relates to letters from the public, requiring them to be maintained either physically or on a computer at the main studio is not problematic and if someone wanted to view this material and it was maintained on a computer, it could be electronically transmitted to the requestor and avoid a physical visit in its entirety.

### ***Conclusion***

In conclusion, EMT offers the above comments to the Commission, as invited by the *NPRM*, for the purpose of reminding the Commission of the challenges posed by small radio broadcasters and that imposition of additional regulatory burdens such as those proposed by the *NPRM* without action from the Commission on proceedings designed to improve the quality and viability of broadcast radio services, such as the *AM Revitalization* proceeding, will serve only to diminish the variety and quality of broadcast radio services, contrary to the long stated policies of the Commission. It is respectfully

requested that should the Commission determine to proceed with online public file obligations for broadcast radio licensees, it should be done in a manner consistent with the comments and recommendations contained herein.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'A. Lepore', with a long horizontal stroke extending to the right.

---

Anthony T. Lepore, Esq.  
Radiotvlaw Associates, LLC  
Counsel to Entertainment Media Trust

Dated this 13th day of February, 2015

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

In the Matter of )  
 )  
Requiring Cable and Satellite Systems to File ) MB Docket No. 14-127  
Their Physical Public Files in the FCC-Hosted )  
Online Database )

***REPLY COMMENTS OF  
of  
ENTERTAINMENT MEDIA TRUST***

Entertainment Media Trust (“EMT”)<sup>1</sup> submits these reply comments in response to the Commission’s *Request for Comments on Petition for Rulemaking filed by The Campaign Legal Center, et al.*,<sup>2</sup> (the “*Request for Comments*”) and in particular the reply comments of the original petitioners Campaign Legal Center, Common Cause and Sunlight Foundation<sup>3</sup> relating to requiring broadcast radio stations, in particular small radio broadcasters, to transition to the online public file system adopted by broadcast television stations (the “*Petitioner Reply Comments*”).

The *Petitioner Reply Comments* dismiss the concerns of small radio broadcasters to an online filing obligation with a statement that they are “skeptical” that the requirement imposes any significant burden. The *Petitioner Reply Comments* do support an exemption of NCE stations with five or fewer employees, on the basis that such

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<sup>1</sup> EMT is an FCC licensee of 4 AM radio stations located in Illinois and Missouri.

<sup>2</sup> *Request for Comments in Petition for Rulemaking filed by the Campaign Legal Center, Common Cause and the Sunlight Foundation Seeking Expansion of Online Public File Obligations to Cable and Satellite TV Operators* in MB Docket No. 14-127, DA-14-1149 (rel. August 7, 2014)(the “*Request for Comments*”).

<sup>3</sup> Reply Comments filed September 8, 2014.

stations may not have the resources to address online filing, but disregards similar situated commercial broadcasters with less than five full time employees, who in the Petitioners' view have greater resources than similarly situated NCE facilities.

Clearly none of the Petitioners have ever worked in a small radio station. The fallacy that a small commercial station has a wealth of resources not available to a similarly sized NCE station begs credulity. As noted in this commenter's original comments, broadcast radio continues to struggle financially as an industry, without the significant advertising revenues generated by television stations (particularly during election cycles from political advertising). Small commercial radio broadcasters do not enjoy the share of advertising revenue available to television station operators and large radio group operators. A typical small broadcaster owner or employee wears multiple hats, from talent to salesperson to CFO. Most small broadcasters are already stretched to the breaking point in terms of making do with the staff available performing work that ordinarily would be performed by a much larger group. The additional technical, administrative and time burden of scanning, accessing, uploading and confirming public file documentation, which takes significantly MORE time and energy than putting a piece of paper in a filing cabinet in the appropriate folder, is a burden that small commercial radio broadcasters would be sorely challenged to bear. Technology is not a panacea to simply matters. All too often, it makes for more work and complications. At many small stations, fax machines are still the height of office technology and Windows 98 still enjoys a healthy utilization. Upgrading equipment to facilitate such technology obligations that online filing would require is not a viable alternative. Perhaps after the Commission deals with the very real issues affecting small commercial broadcasters,

such as action on the proposed rulemaking regarding revitalization of AM Service (the “*Revitalization NPRM*”)<sup>4</sup>, and the collective lot of small commercial broadcasters improves significantly, it will be an appropriate time to address increasing the burden on such broadcasters by imposing online public file obligations. However, now is not that time.

Respectfully Submitted,



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Anthony T. Lepore, Esq.  
Radiotvlaw Associates, LLC  
Counsel to Entertainment Media Trust

Dated this 23rd day of September, 2014.

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<sup>4</sup> See *Revitalization of AM Service*, MB Docket 13-249, released October 31, 2013.

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of )  
 )  
Requiring Cable and Satellite Systems to File ) MB Docket No. 14-127  
Their Physical Public Files in the FCC-Hosted )  
Online Database )

***COMMENTS OF  
of  
ENTERTAINMENT MEDIA TRUST***

Entertainment Media Trust (“EMT”)<sup>1</sup> submits these comments in response to the Commission’s *Request for Comments on Petition for Rulemaking filed by The Campaign Legal Center, et al.*,<sup>2</sup> (the “*Request for Comments*”) and in particular the ancillary request by the Commission to consider requiring broadcast radio stations to transition to the online public file system adopted by broadcast television stations.

The *Request for Comments* was prompted by the filing of a Petition for Rulemaking (the “*Petition*”) by various parties seeking expansion of the online public file requirement from broadcast television stations to cable television and satellite television operators, filed July 31, 2014. Notably, the Petition only addressed the issue of expansion of the online public file filing requirements from broadcast television operators to cable and satellite television operators, and did not address broadcast radio in any

---

<sup>1</sup> EMT is an FCC licensee of 4 AM radio stations located in Illinois and Missouri.

<sup>2</sup> *Request for Comments in Petition for Rulemaking filed by the Campaign Legal Center, Common Cause and the Sunlight Foundation Seeking Expansion of Online Public File Obligations to Cable and Satellite TV Operators* in MB Docket No. 14-127, DA-14-1149 (rel. August 7, 2014)(the “*Request for Comments*”).

fashion. In the *Request for Comments*, the Commission sought input on the Petition, and then, in one sentence, added that:

“We also seek comment on whether the Commission should initiate a rulemaking proceeding to require broadcast radio stations to use the online public file, and on an appropriate time frame for such a requirement.”

The *Petition* also noted, in a footnote, that Commission staff were currently exploring the feasibility of the Commission’s technical and financial resources to permit the voluntary uploading of radio station public files to its electronic systems.

It is against this backdrop that EMT offers its comments on this preliminary proposal. The transition of broadcast television public files to the online system managed by the FCC took place over several years in phases, and involved full power and Class A television stations.<sup>3</sup> The total number of these stations represents only about 14% of the total number of licensed radio stations, according to the current totals.<sup>4</sup> Obviously, adding radio stations to the online filing system would represent a 700% increase in necessary resources by the FCC in terms of server capacity, programming requirements and other technical and financial resources. Before further exploring this option, the FCC should determine if there are sufficient financial and technical resources available to even entertain the possibility of imposing this requirement on broadcast radio stations.<sup>5</sup>

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<sup>3</sup> The FCC Broadcast Station totals for June 30, 2014 list 1,782 full power stations and 432 Class A stations.

<sup>4</sup> The FCC Broadcast Station totals for all full power radio stations (AM, FM and FM Educational) was 15,425 for the period ending June 30, 2014.

<sup>5</sup> The *Request for Comments* does indicate, in footnote 5, that “Commission staff is analyzing the budget and technical issues that are involved in allowing radio licensees to upload documents to the online public file voluntarily.” Obviously a voluntary provision would not incur as many resources as a mandatory provision.



Even assuming that the Commission determined there were sufficient available resources to warrant further exploration of a rulemaking to require online public file maintenance of broadcast radio stations, other factors dictate against pursuing such a rulemaking.

As has been readily reported throughout the industry, broadcast radio continues to struggle financially as an industry, without the significant advertising revenues generated by television stations (particularly during election cycles from political advertising). Although the radio sector has stabilized, it is still comprised of many singleton and small group owners, unlike television stations which are owned in great part by networks and larger broadcast groups. The capital investment required to operate a television station is much greater than that to operate a radio station, and thus television broadcasters often have greater financial and staff resources available to meet the requirements of FCC rules and regulations, such as the children's programming requirements, and now the online public file requirements. Most broadcast radio owners do not have similar resources available to them, and struggle to meet their existing obligations while awaiting help from the Commission on very real issues, such as action on the proposed rulemaking regarding revitalization of AM Service (the "*Revitalization NPRM*").<sup>6</sup> It is noteworthy that the Commission released its *Request for Comments* merely a week after receipt of the *Petition*, evidencing a sense of urgency regarding this particular issue. It is unclear why there appears to be a greater urgency is about implementing an online filing system for radio public files, which would only further burden already struggling radio broadcasters, versus addressing the very real problems encountered by radio broadcasters, in particular AM broadcasters, that the *Revitalization NPRM* proposes to address. It is respectfully

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<sup>6</sup> See *Revitalization of AM Service*, MB Docket 13-249, released October 31, 2013.

submitted that the Commission should first look to assist radio station licensees to secure better economic footing through proceedings like the *Revitalization NPRM* and ensure a robust and stable radio broadcasting environment before imposing new procedural obligations on broadcasters who are ill equipped both technically and financially to meet these additional obligations.

Existing data available via the CDBS Public Access system<sup>7</sup> already provides much of the information sought in public file requests. Where information is sought on matters contained only in the station public file, existing rules require stations to make the material available physically to a requestor for copying OR if the public file is maintained outside of the station's service area to make it available to persons within its service area by mail upon phone request by furnishing copies at the station's expense by mail (exclusive of the political file).<sup>8</sup>

Should a radio group broadcaster decide that maintaining the public files for its group of stations would be easier by dedicating personnel at the corporate offices to do so utilizing the FCC's online public file system, such an election should be permitted as a voluntary measure (assuming that the FCC system is capable of expansion to accommodate such voluntary filings).<sup>9</sup> However, given the much greater number of radio stations than television stations, and the relative financial and technical abilities of these two groups, the FCC should at most consider a voluntary system of online public file maintenance for radio stations, thereby permitting smaller broadcasters the option to

---

<sup>7</sup> The CDBS system provides access to all technical (except for 302-AM license applications), assignment and transfer of control applications, with associated exhibits, as well as ownership reports.

<sup>8</sup> See 47 C.F.R. §73.3526 (c ).

<sup>9</sup> The FCC's electronic filing systems were recently overwhelmed by comments filed in the Net Neutrality/Open Internet proceedings. See "*FCC Extends Open Internet Comment Period to Friday July 18 at Midnight*" released July 15, 2014.

continue to maintain their current public file obligations without imposing additional burdens on them from both a technical and financial standpoint.

### *Conclusion*

In conclusion, EMT offers the above comments to the Commission, as invited by the *Request for Comments*, for the purpose of reminding the Commission of the challenges posed by small radio broadcasters and that imposition of additional regulatory burdens such as those proposed by the *Request for Comments* without action from the Commission on proceedings designed to improve the quality and viability of broadcast radio services, such as the *Revitalization NPRM*, will serve only to diminish the variety and quality of broadcast radio services, contrary to the long stated policies of the Commission. Should the Commission determine that it is technically and financially feasible for it to host radio stations' public files online in the same manner as television stations, then such a provision should be either be voluntary OR should provide for exemption by small broadcasters, in the similar manner as other rules have exemptions for such small broadcasters.<sup>10</sup>

Respectfully Submitted,



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Anthony T. Lepore, Esq.  
Radiotvlaw Associates, LLC  
Counsel to Entertainment Media Trust

Dated this 27th day of August, 2014.

---

<sup>10</sup> See, e.g. 47 CFR §73.2080(d) (small station EEO exemption).

***ENTERTAINMENT MEDIA TRUST***  
***6500 W. Main Street, Suite 315***  
***Belleville, IL 62223***  
***618.394.9965 (Telephone)***

June 30, 2014

EEO Staff - Policy Division  
FCC - Media Bureau  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

RE: WQQX (AM) East St Louis, IL – Facility ID #72815  
Response to EEO Audit Letter dated June 10, 2014

Dear Sir or Madam:

Please consider this letter to be the response to the June 10, 2014 EEO Audit Letter received for WQQX (AM). The following responses are to be associated with the separate paragraph requests contained in the Audit Letter:

2 – The Station Unit has fewer than five (5) full time employees; Their names, job titles and number of hours per week worked are set forth below:

Name	Job Title	Hours per week
Terry Fox	General Manager	40
Ray Bramer	Program Director	40

3(e) - During the current license term, there have been **no** pending or resolved complaints before any body having competent jurisdiction under federal, state, territorial or local law, alleging unlawful discrimination in the employment practices of the WQQX employment unit on the basis of race, color, religion, national origin, or sex.

In accordance with Section 6 of the audit letter, a copy of the June 10, 2014 letter and this response will be placed in the WQQX Public File. The undersigned hereby certifies to the accuracy of the foregoing information.

Please do not hesitate to contact us if you have any additional questions.

Entertainment Media Trust

---

Dennis J. Watkins, Trustee

REDACTED FOR PUBLIC INSPECTION

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324  
Washington, DC 20016  
Member FL & MA Bar  
REPLY TO: FLORIDA

TELEPHONE (954) 433-2126  
FACSIMILE (954) 436-6288  
Washington DC Office (202) 470-0829

June 25th, 2010

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W. - Room TW-A325  
Washington, DC 20554

**RE: KQQZ (AM) Facility ID#5281 – University City, MO**  
**FCC File No: BAL-20090925ABD**

Dear Ms. Dortch:

I am writing on behalf of Dennis J. Watkins, Trustee of the Entertainment Media Trust, the current licensee of the above AM radio station, which consummated its acquisition of same on November 30<sup>th</sup>, 2009 and will be the licensee of the station on July 8<sup>th</sup>, 2010. Pursuant to 47 CFR §1.3 and the instructions contained in the **Public Notice** dated June 23<sup>rd</sup>, 2010 (DA 10-1108) relative to MB Docket No. 07-294, Entertainment Media Trust requests a waiver of the obligation to file Biennial Form 323 by July 8<sup>th</sup>, 2010 because it does not have and cannot obtain the required information from the prior owner and cannot certify to the accuracy of the information that is publicly available because it lacks the necessary information to support such a certification. As such, Entertainment Media Trust respectfully requests the aforementioned waiver.

As further provided in the **Public Notice**, a courtesy copy of this waiver request is being provided to Kristi Thompson, Media Bureau, Industry Analysis Division, Room 2-C124 via email to [Form323@fcc.gov](mailto:Form323@fcc.gov). Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,



Anthony T. Lepore, Esq.

ATL:ms  
cc: KQQZ Public File  
Kristi Thompson (via email to Form323@fcc.gov)

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In re Application of:	)
	)
ENTERTAINMENT MEDIA TRUST	)
Dennis J. Watkins, Trustee	) File No. BP-20100216AAY
For Minor Change in Licensed Facility	)
of Station KQQZ(AM) Facility ID#5281	)
University City, Missouri	)

To: Media Bureau:

**MOTION FOR EXTENSION OF TIME TO FILE RESPONSE TO INFORMAL  
OBJECTION**

ENTERTAINMENT MEDIA TRUST, ("EMT") by counsel, hereby submits this Motion seeking an extension of time to file its Response to the Informal Objection filed by Radio Disney Group, LLC ("RDG") in the above captioned proceeding.

RDG filed its Informal Objection on April 8<sup>th</sup>, 2010 without an Engineering Statement and supplemented same by Addendum filed on April 15<sup>th</sup>, 2010 to include the Engineering Statement. Pursuant to applicable Rules, a Response is now due but undersigned counsel has been unable to communicate with the consulting engineer who prepared the engineering portions of the above captioned application (which RDG's Informal Objection is directed to) despite repeated efforts. EMT therefore seeks an extension of time up to and including May 7<sup>th</sup>, 2010, in which to file an Opposition to Petition to Deny.

This later date will be in the public interest by ensuring that all parties are afforded the opportunity to participate in the proceeding and that a complete record is developed in the

proceeding. Additionally, pursuant to Section 1.46 of the Commission's Rules, counsel for RDG has been contacted and has consented to the requested extension of time and granting of this Motion.

Accordingly, it is respectfully requested that the Commission grant this Motion and that the time for filing a Response to Informal Objection in the above captioned proceeding be extended up to and including May 7<sup>th</sup>, 2010.

Respectfully Submitted,

Entertainment Media Trust

By: \_\_\_\_\_  
Anthony T. Lepore, Esq.  
Its Attorney

ANTHONY T. LEPORE, ESQ., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662  
(954) 433-2126  
April 28<sup>th</sup>, 2010

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Motion for Extension of Time to file Response to Informal Objection" was served this \_\_\_\_ day of April, 2010 by first class United States Mail, postage prepaid, upon the following:

Tom W. Davidson, Esq.  
Akin Gump et al  
1333 New Hampshire Ave, NW  
Washington, DC 20036

Susan L. Fox, Esq.  
425 3<sup>rd</sup> Street SW, Suite 1100  
Washington, DC 20024

Joseph Szczesny, Audio Division  
Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

---

Anthony T. Lepore, Esq.



LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324

Washington, DC 20016

Member FL & MA Bar

REPLY TO: FLORIDA

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 470-0829

May 7<sup>th</sup>, 2010

Ms. Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street S.W.  
Washington, DC 20554

Attn: Chief, Audio Division, Media Bureau

***RE: KQQZ(AM) Facility ID#5281 – FCC File No: BP-20100216AAY  
Response to Informal Objection***

Dear Ms. Dortch:

Please find enclosed on behalf of Entertainment Media Trust, licensee of KQQZ(AM) the applicant under the above captioned FCC Form 301, an original plus four copies of a Response to the Informal Objection filed by Radio Disney Group, LLC in the above matter.

Please contact the undersigned if you have any questions.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

cc: Tom W. Davidson, Esq.

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324

Washington, DC 20016

Member FL & MA Bar

REPLY TO: FLORIDA

TELEPHONE (954) 433-2126

FACSIMILE (954) 436-6288

Washington DC Office (202) 470-0829

August 30<sup>th</sup>, 2010

Managing Director  
Federal Communications Commission  
445 12<sup>th</sup> Street SW, Room 1A625  
Washington, DC 20554

**RE: KQQZ (AM) Facility ID#5281 – De Soto, MO**  
**2010 FCC Regulatory Fee Reconsideration/Refund Request**

Dear Sir or Madam:

On behalf of Entertainment Media Trust, the licensee of KQQZ (AM), I am writing to request reconsideration of the 2010 regulatory fee for said facility.

According to this year's Regulatory Fee Schedule, KQQZ was assessed \$4,600.00 as the regulatory fee for a class D AM Station with a signal covering a population of 1,200,000-3,000,000 persons from University City, MO (see printout from 2010 Regulatory Fee Information Lookup attached to this letter). KQQZ remitted this sum of \$4,600 on August 27<sup>th</sup>, 2010 to the FCC, after its initial inquiry regarding an error in the database on August 5<sup>th</sup>, 2010 (see enclosed copy of email to [ARINQUIRIES@FCC.GOV](mailto:ARINQUIRIES@FCC.GOV)) went without a response. As noted in the email inquiry, KQQZ is licensed to **De Soto, MO**, NOT University City, MO, and was licensed to **De Soto, MO** on October 1<sup>st</sup>, 2009. University City, MO was to have been the community of license under a construction permit that was granted but never constructed and which has been returned to the FCC and cancelled. As a result, KQQZ believes that the appropriate population count should be between 150,001-500,000 persons (as the population of Jefferson County, where De Soto, MO is located, was estimated by the US Census Bureau as of July 1<sup>st</sup>, 2009 at 219,046 persons, according to the *United States -- County by State, Puerto Rico Commonwealth, and Municipios GCT-T1-R. Population Estimates (geographies ranked by estimate) Data Set: 2009 Population Estimates*. Jefferson County was the 286<sup>th</sup> most populous county in the United States. (see <http://factfinder.census.gov>). Using those estimates, the regulatory fee for KQQZ would be **\$1,725.00**, resulting in a refund of \$2,875.00.

Page 2

Managing Director, FCC

August 30<sup>th</sup>, 2010

Accordingly, Entertainment Media Trust requests that you reconsider the amount of the 2010 Regulatory Fee assessed to and paid by KQQZ in the sum of \$4,600.00 and issue a refund to Entertainment Media Trust, 6500 West Main Street, Suite 315, Belleville, IL 62223. Please feel free to contact the undersigned should you require any additional information. Thank you in advance for your attention to this matter.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

Enclosures

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**  
P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

email: anthony @ radiotvlaw.net

DC Office: 4101 Albemarle St. NW, Suite 324  
Washington, DC 20016  
Member FL & MA Bar  
REPLY TO: FLORIDA

TELEPHONE (954) 433-2126  
FACSIMILE (954) 436-6288  
Washington DC Office (202) 470-0829

February 9<sup>th</sup>, 2010

Marlene H. Dortch, Secretary  
Federal Communications Commission  
9300 East Hampton Drive  
Capital Heights, MD 20743  
**VIA FEDEX**

***RE: Construction Permit for KQQZ (AM) (Facility ID#5281), DeSoto, MO  
BMJP-20051031AEJ***

Dear Ms. Dortch:

On behalf of **Entertainment Media Trust, Dennis J. Watkins, Trustee**, the licensee of the above facility, I am writing to advise you that the Licensee is hereby returning the enclosed construction permit for KQQZ (AM) to you for cancellation and termination, effective immediately.

We are unable to construct the facility proposed in said Construction Permit and will be filing a subsequent Form 301 for a minor modification of the licensed facility which conflicts with this Construction Permit. Accordingly, we are hereby returning and requesting cancellation and termination of same.

If you have any questions regarding the foregoing, please contact me.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms

cc: Public File

**BEFORE THE**  
**FEDERAL COMMUNICATIONS COMMISSION**  
**Washington, D.C. 20554**

In re Application of:	)
	)
ENTERTAINMENT MEDIA TRUST	)
Dennis J. Watkins, Trustee	) File No. BP-20100216AAY
For Minor Change in Licensed Facility	)
of Station KQQZ(AM) Facility ID#5281	)
University City, Missouri	)

To: Media Bureau:

**RESPONSE TO INFORMAL OBJECTION**

ENTERTAINMENT MEDIA TRUST, ("EMT") by counsel, hereby submits this Response to the Informal Objection filed by Radio Disney Group, LLC ("RDG") in the above captioned proceeding.

RDG filed its Informal Objection on April 8<sup>th</sup>, 2010 without an Engineering Statement and supplemented same by Addendum filed on April 15<sup>th</sup>, 2010 to include the Engineering Statement. Pursuant to applicable Rules, EMT filed an unopposed Motion for Enlargement of Time to respond to the Informal Objection until May 7<sup>th</sup>, 2010.

In the interim, on April 28<sup>th</sup>, 2010, the FCC received an amendment to the subject application prepared by EMT's consulting engineer which addresses the issues raised in the Informal Objection (filed in BP-20100206AAY). Accordingly, the Informal Objection would now appear to be moot as it relates to the original application and it is EMT's position that the amended application corrects any perceived deficiencies in the original application. As such, EMT respectfully requests that the Informal Objection be denied and the amended application

processed in accordance with the Commission's rules.

Respectfully Submitted,

Entertainment Media Trust

By: \_\_\_\_\_/s/\_\_\_\_\_  
Anthony T. Lepore, Esq.  
Its Attorney

ANTHONY T. LEPORE, ESQ., P.A.  
P.O. Box 823662  
South Florida, FL 33082-3662  
(954) 433-2126  
May 7th, 2010

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Response to Informal Objection" was served this 7th day of May, 2010 by first class United States Mail, postage prepaid, upon the following:

Tom W. Davidson, Esq.  
Akin Gump et al  
1333 New Hampshire Ave, NW  
Washington, DC 20036

Susan L. Fox, Esq.  
425 3<sup>rd</sup> Street SW, Suite 1100  
Washington, DC 20024

Joseph Szczesny, Audio Division  
Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

/s/

---

Anthony T. Lepore, Esq.

## Seth Williams

---

**From:** Irene Bleiweiss <Irene.Bleiweiss@fcc.gov>  
**Sent:** Wednesday, July 17, 2019 12:04 PM  
**To:** anthony@radiotvlaw.net; Davina S. Sashkin  
**Cc:** Keith Coburn; Seth Williams  
**Subject:** RE: Entertainment Media Trust, Dennis Watkins

OK – if the 6500 address is correct, that's all we need. I was sure it was wrong because I've never known an attorney's office to refuse official certified mail.

---

**From:** Anthony T. Lepore <anthony@radiotvlaw.net>  
**Sent:** Wednesday, July 17, 2019 12:00 PM  
**To:** 'Davina S. Sashkin' <sashkin@fhhlaw.com>; Irene Bleiweiss <Irene.Bleiweiss@fcc.gov>  
**Cc:** Keith Coburn <Keith.Coburn@fcc.gov>; 'Seth Williams' <williams@fhhlaw.com>  
**Subject:** RE: Entertainment Media Trust, Dennis Watkins

That's Dennis' personal address, but not that for Entertainment Media Trust, which remains the 6500 W. Main Street address in Belleville, which is the location of the stations' studios - so I'm going to leave it alone in CDBS and CORES for now....Irene, give me a call to discuss if necessary.

Anthony T. Lepore, Esq.  
Tel: 202.681.2201  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

---

**From:** Davina S. Sashkin [<mailto:sashkin@fhhlaw.com>]  
**Sent:** Wednesday, July 17, 2019 11:54 AM  
**To:** Irene Bleiweiss  
**Cc:** Keith Coburn; Anthony Lepore; Seth Williams  
**Subject:** RE: Entertainment Media Trust, Dennis Watkins

Do you mean in in the FRN system? I'm about to go to the airport for the Arkansas Broadcasters convention, but Anthony Lepore should be able to handle.

**Davina S. Sashkin, Esq.**  
Fletcher, Heald & Hildreth, PLC  
1300 N. 17th Street, Suite 1100 | Arlington, VA 22209  
Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600  
[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)  
Licensed in Virginia

---

**From:** Irene Bleiweiss [<mailto:Irene.Bleiweiss@fcc.gov>]  
**Sent:** Wednesday, July 17, 2019 11:52 AM  
**To:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>  
**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams <[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>  
**Subject:** RE: Entertainment Media Trust, Dennis Watkins



Thanks, Davina. Can you have the client update their record in our database?

---

**From:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>  
**Sent:** Wednesday, July 17, 2019 11:49 AM  
**To:** Irene Bleiweiss <[Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov)>  
**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams <[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>  
**Subject:** RE: Entertainment Media Trust, Dennis Watkins

Irene,

The following is the office address and phone number for Dennis Watkins:

100 W. Main Street, Belleville, IL 62220  
618.527.1228

We still don't know what happened with the prior certified letter, but at least now we have a better address to (hopefully) ensure delivery in the future.

Davina

**Davina S. Sashkin, Esq.**  
Fletcher, Heald & Hildreth, PLC  
1300 N. 17th Street, Suite 1100 | Arlington, VA 22209  
Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600  
[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)  
Licensed in Virginia

---

**From:** Davina S. Sashkin  
**Sent:** Tuesday, July 16, 2019 12:02 PM  
**To:** Irene Bleiweiss <[Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov)>  
**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams <[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>  
**Subject:** RE: Entertainment Media Trust, Dennis Watkins

Thanks, Irene. Pleased to know the number you called wasn't the station number – I was concerned that the public number was incorrect. Nevertheless, we can certainly find out contact information specific to Mr. Watkins.

Davina

**Davina S. Sashkin, Esq.**  
Fletcher, Heald & Hildreth, PLC  
1300 N. 17th Street, Suite 1100 | Arlington, VA 22209  
Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600  
[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)  
Licensed in Virginia

---

**From:** Irene Bleiweiss [<mailto:Irene.Bleiweiss@fcc.gov>]  
**Sent:** Tuesday, July 16, 2019 11:45 AM  
**To:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>  
**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams

<[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>

**Subject:** RE: Entertainment Media Trust, Dennis Watkins

No – The phone in their application is 618-394-9937, and we called 618-235-2160, a phone number associated with a different online address for Mr. Watkins. We were working on the perhaps incorrect assumption that his address and phone had both changed.

---

**From:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>

**Sent:** Tuesday, July 16, 2019 11:37 AM

**To:** Irene Bleiweiss <[Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov)>

**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams <[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>

**Subject:** RE: Entertainment Media Trust, Dennis Watkins

Hmmm... perhaps the latter. That is the correct address for the station, so I will look into why it was not received.

So, while I am at it, can you confirm that you called the station number (618) 394-9965? For what it is worth, I know that the station staff often misses regular business line calls in the mornings when their biggest live show is on and they have to have all hands manning the other phone lines for the show. But I will remind them that they really need voice mail!

Davina

**Davina S. Sashkin, Esq.**

Fletcher, Heald & Hildreth, PLC

1300 N. 17th Street, Suite 1100 | Arlington, VA 22209

Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600

[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)

Licensed in Virginia

---

**From:** Irene Bleiweiss [<mailto:Irene.Bleiweiss@fcc.gov>]

**Sent:** Tuesday, July 16, 2019 11:31 AM

**To:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>

**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams <[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>

**Subject:** RE: Entertainment Media Trust, Dennis Watkins

Yes, we sent the information to 6500 West Main St, Belleville, the address on the license renewal applications. Has that address changed? Or perhaps the certified copy came back because he just didn't pick it up at the Post Office?

---

**From:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>

**Sent:** Tuesday, July 16, 2019 11:27 AM

**To:** Irene Bleiweiss <[Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov)>

**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>; Anthony Lepore <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>; Seth Williams <[williams@fhhlaw.com](mailto:williams@fhhlaw.com)>

**Subject:** RE: Entertainment Media Trust, Dennis Watkins

Irene,

Thank you for reaching out. Yes, Mr. Watkins is aware, but you certainly should have his updated contact information for future communications regarding the stations.

**REDACTED FOR PUBLIC INSPECTION**

Can you tell me the address you sent it to – was it the 6500 West Main Street address in Belleville?

Davina

**Davina S. Sashkin, Esq.**

Fletcher, Heald & Hildreth, PLC

1300 N. 17th Street, Suite 1100 | Arlington, VA 22209

Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600

[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)

Licensed in Virginia

---

**From:** Irene Bleiweiss [<mailto:Irene.Bleiweiss@fcc.gov>]

**Sent:** Tuesday, July 16, 2019 10:56 AM

**To:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>

**Cc:** Keith Coburn <[Keith.Coburn@fcc.gov](mailto:Keith.Coburn@fcc.gov)>

**Subject:** Entertainment Media Trust, Dennis Watkins

Good morning, Davina.

A Hearing Designation Order that we sent to your client Dennis Watkins of Entertainment Media Trust came back to us yesterday as undeliverable and the phone number that we had for him is not answered. Can you please provide us with correct contact information for him?

He would be aware of the order as a result of our sending a copy of it to you, as counsel, and I believe that you recently represented him at the pre-hearing conference with the ALJ. Still, I would like to also send him a copy of the HDO directly.

Thanks,  
Irene

## Seth Williams

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**From:** Davina S. Sashkin  
**Sent:** Tuesday, September 08, 2015 6:09 PM  
**To:** anthony@radiotvlaw.net  
**Subject:** FW: Entertainment Media Trust

Anthony – FYI. I will follow up with Irene and/or Tom in the next day or so.

**Davina S. Sashkin, Esq. | Fletcher, Heald & Hildreth, P.L.C.**

Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600  
[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)

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**From:** Michael Wagner [mailto:Michael.Wagner@fcc.gov]  
**Sent:** Tuesday, September 08, 2015 6:04 PM  
**To:** Davina S. Sashkin <sashkin@fhhlaw.com>  
**Subject:** Re: Entertainment Media Trust

Ms. Sashkin,

I got bored with throwing things away and being unable to do much else at work and decided to leave at 4:30 today, but lo and behold, it appears that I actually can check e-mail remotely even if I don't have access to Outlook at work and am not likely to at least until mid-day tomorrow.

Believe it or not, Tom Hutton and Irene Bleiweiss think they can handle this case on their own, without me. You should check with Irene about the status of this one. She's back in the office this week, after taking some time to move her son to college.

M

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**From:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>  
**Sent:** Thursday, September 3, 2015 4:19 PM  
**To:** Michael Wagner  
**Cc:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: Entertainment Media Trust

Mr. Wagner:

I am following up as it has been more than a month since your email (below) yet I have not received any contact from your office on this matter.

Regards,

**Davina S. Sashkin, Esq. | Fletcher, Heald & Hildreth, P.L.C.**

Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600  
[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)

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**From:** Michael Wagner [<mailto:Michael.Wagner@fcc.gov>]  
**Sent:** Wednesday, July 29, 2015 3:37 PM  
**To:** Davina S. Sashkin <[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com)>  
**Cc:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: Entertainment Media Trust

Ms. Sashkin,

Thank you for that overture. I have passed on your inquiry to the attorneys working the case. They will be in touch with you.

Michael Wagner  
Assistant Chief, Audio Division  
Media Bureau

---

**From:** Davina S. Sashkin [<mailto:sashkin@fhhlaw.com>]  
**Sent:** Tuesday, July 28, 2015 5:24 PM  
**To:** Michael Wagner <[Michael.Wagner@fcc.gov](mailto:Michael.Wagner@fcc.gov)>  
**Cc:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** Entertainment Media Trust

Dear Mr. Wagner:

In an effort to reach a swifter resolution and minimize the expenditure of more resources, my client, Entertainment Media Trust, would like enter discussions toward a consent decree that would allow for the grant of the pending renewals for AM stations WQQX, WQQW, KZQZ, and KQQZ.

Please contact me at your convenience to discuss.

Thank you,

**Davina S. Sashkin, Esq.**  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N. 17th Street, Suite 1100 | Arlington, VA 22209  
Tel: 703.812.0458 | Fax: 703.812.0486 | Mobile: 202.255.0600  
[sashkin@fhhlaw.com](mailto:sashkin@fhhlaw.com) | [www.fhhlaw.com](http://www.fhhlaw.com) | [www.commlawblog.com](http://www.commlawblog.com)

**REDACTED FOR PUBLIC INSPECTION**

**From:** Michael Wagner [<mailto:Michael.Wagner@fcc.gov>]  
**Sent:** Monday, March 09, 2015 3:04 PM  
**To:** 'anthony@radiotvlaw.net'  
**Subject:** RE: Procedural Question

Funny you should mention that station. We just today, about two hours ago, received clearance from the South Central Region that it no longer needs an Enforcement Hold on KZQZ and KQQZ. We are getting ready to assign out the Petition.

There still is a hold from the Northeast Region on WQQW and WQQX, but we have an inquiry out to the NE R regarding whether it still wants the hold there.

We know that the Petition is filed against all four stations.

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Monday, March 09, 2015 2:59 PM  
**To:** Michael Wagner  
**Subject:** RE: Procedural Question

Thanks for the response – it is KZQZ (Entertainment Media Trust is licensee), part of a 4 station group all of the renewals were challenged by same Petition to Deny. Thanks in advance if you can get it assigned to someone.

Anthony

Anthony T. Lepore  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
202.681.2201

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**From:** Michael Wagner [<mailto:Michael.Wagner@fcc.gov>]  
**Sent:** Monday, March 09, 2015 2:55 PM  
**To:** 'anthony@radiotvlaw.net'  
**Subject:** RE: Procedural Question

There is no corollary methodology to clear the renewal to facilitate a sale. We are mounting an offensive against our pending contested renewal backlog right now, though, trying to see how many of those cases we can actually assign and then actually assigning them.

What's the call sign of the AM station here? Perhaps I can see about getting the petition assigned very soon, rather than later.

M

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Monday, March 09, 2015 1:55 PM  
**To:** Michael Wagner  
**Subject:** RE: Procedural Question

Hi Michael:

Hoping this finds you well on a sunny warmish day. I have an AM licensee thinking of selling his station. His 2012 license renewal is still pending however, due to a Petition to Deny filed against it by a local resident (who happens to be the DA) complaining about on-air talent denigrating his wife (also a public figure in the community).

If this were an EB hold, I'd do a stipulation with them and clear the renewal to facilitate filing a 314 and getting it granted. In this case, is there a corollary methodology to clear this renewal in order to facilitate a sale with the Petition to Deny pending or does he just have to stick it out until it is resolved?

Thanks in advance for any guidance;

Anthony

**Anthony T. Lepore - Radiotvlaw Associates, LLC**

DC Office:	FL Office:
4101 Albemarle Street NW #324	P.O. Box 848842
Washington, DC 20016-2151	Hollywood, FL 33084-0842
202.681.2201 (Tel)	954.562.4587 (Tel)
<a href="mailto:anthony@radiotvlaw.net">anthony@radiotvlaw.net</a>	

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email and delete the message.

**Seth Williams**

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**From:** Davina S. Sashkin  
**Sent:** Tuesday, June 12, 2018 10:09 AM  
**To:** Irene Bleiweiss  
**Cc:** Joan George; Albert Shuldiner; rhelmick@wbklaw.com  
**Subject:** Re: Grant of Request for Extension of Time to Respond to Letter of Inquiry (180083-IB)

Thank you, Irene.

Sent from my iPhone

> On Jun 12, 2018, at 10:00 AM, Irene Bleiweiss <Irene.Bleiweiss@fcc.gov> wrote:  
>  
> The Media Bureau, Audio Division hereby grants an extension for Entertainment Media Trust to respond to our letter of inquiry. The new due date is July 2, 2018. We do not anticipate grant of any further extensions.  
>  
> -----Original Message-----  
> From: Joan George [mailto:george@fhhlaw.com]  
> Sent: Monday, June 11, 2018 4:54 PM  
> To: Albert Shuldiner <Albert.Shuldiner@fcc.gov>; Irene Bleiweiss <Irene.Bleiweiss@fcc.gov>  
> Cc: Davina S. Sashkin <sashkin@fhhlaw.com>  
> Subject: Request for Extension of Time to Respond to Letter of Inquiry (180083-IB)  
>  
> As per Certificate of Service, we are emailing the Request for Extension of Time to Respond to Letter of Inquiry (180083-IB) on behalf of Entertainment Media Trust, Dennis J. Watkins, Trustee.  
>  
>  
> Joan P. George  
> Assistant to Davina S. Sashkin  
> Fletcher, Heald & Hildreth, PLC  
> 1300 N. 17th Street, 11th Floor  
> Arlington, VA 22209  
> Tel: 703-812-0407  
> Fax: 703-812-0486  
> george@fhhlaw.com  
>  
>  
>



FEDERAL COMMUNICATIONS COMMISSION  
445 12<sup>th</sup> STREET SW  
WASHINGTON DC 20554

MEDIA BUREAU  
AUDIO DIVISION  
TECHNICAL PROCESSING GROUP  
APPLICATION STATUS: (202) 418-2730  
HOME PAGE: [www.fcc.gov/mb/audio](http://www.fcc.gov/mb/audio)

PROCESSING ENGINEER: HUONG K CHAU  
TELEPHONE: (202) 418-2733  
FACSIMILE: (202) 418-1411  
MAIL STOP: 1800B3  
INTERNET ADDRESS: [huong.chau@fcc.gov](mailto:huong.chau@fcc.gov)

Entertainment Media Trust,  
Dennis J. Watkins  
6500 West Main Street  
Suite 315  
Belleville, IL 62223

JUL 20 2012

Re: Entertainment Media Trust,  
KZQZ(AM), St Louis, Missouri  
Facility Identification Number: 72391  
BP-20100317ABB (Construction Permit)  
BL-20120403AED (License)

Dear Mr. Watkins:

This is in reference to the above-captioned license application and the request for program test authority for station, KZQZ(AM), St Louis, Missouri.

A preliminary review of the application indicates that the directional log-log graphs do not match the non-directional log-log graphs. KZQZ(AM) must re-analyze all the directional field strength measurements using the same graphs as the non-directional field strength measurements. In addition, the measured directional field of 1635.88 mV/m exceeds the authorized field of 1627.25 mV/m on radial 340°. Pursuant to Section 73.152, KZQZ(AM) must file an application (FCC Form 301) to augment the daytime pattern. Finally, KZQZ(AM) must also include in the amendment the following: (1) which antenna is used to conduct the non-directional proof and how it was isolated from other towers, (2) the non-directional antenna impedance and antenna current, and (3) the calibration dates of the field intensity meters.

Authority is granted KZQZ(AM) to conduct daytime limited program tests in accordance with Construction Permits BP-20100317ABB and Section 73.1620 on 1430 kHz with a daytime nominal power of 50.0 kilowatts. Program tests are authorized with a restricted daytime antenna input power of 26.3 kilowatts (common point current of 22.93 amperes) due to excessive radiation on the 340° radial.

Program tests should be conducted with the directional antenna system adjusted in accordance with the enclosed specifications. Please advise this office of any discrepancies noted in the enclosed specifications. Further action on the subject application will be withheld for a period of 30 days from the date of this letter to provide an opportunity to respond. Failure to respond

**REDACTED FOR PUBLIC INSPECTION**

within this time period will result in the dismissal of the application pursuant to Section 73.3568 of the Commission's rules. This authority expires on **September 20, 2012**.

Sincerely,



Son Nguyen  
Supervisory Engineer  
Audio Division  
Media Bureau

cc: Robert Morrow

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

In the Matter of	)	
	)	
Entertainment Media Trust, Dennis J. Watkins,	)	File No.: EB-10-CG-0080; EB-FIELDNER-
Trustee	)	12-00004411
Licensee of Station WQQX	)	NAL/Acct. No. 201132320003
East St. Louis, Illinois	)	FRN: 0014655476
	)	Facility ID Nos.: 72815, 90598
Licensee of Station WQQW	)	
Highland, Illinois	)	

**FORFEITURE ORDER**

**Adopted:** March 24, 2014

**Released:** March 24, 2014

By the Regional Director, Northeast Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Forfeiture Order (Order), we issue a monetary forfeiture in the amount of eight thousand five hundred dollars (\$8,500) to Entertainment Media Trust, Dennis J. Watkins, Trustee (Entertainment Media Trust or the Licensee), licensee of AM Stations WQQX, East St. Louis, Illinois and WQQW, Highland, Illinois, for willfully violating Section 73.3526 of the Commission's rules (Rules).<sup>1</sup> The noted violations involved Entertainment Media Trust's failure to make available complete public inspection files for Stations WQQX and WQQW.

**II. BACKGROUND**

2. On May 19, 2011, the Enforcement Bureau's Chicago Office issued a Notice of Apparent Liability for Forfeiture (NAL)<sup>2</sup> to Entertainment Media Trust for its failure to maintain and make available complete public inspection files for Stations WQQX and WQQW. As described in detail in the NAL,<sup>3</sup> an agent from the Chicago Office conducted an inspection of co-located Stations WQQX and WQQW on April 21, 2010. In view of the record evidence, including the fact that agents from the Enforcement Bureau found public inspection file violations at two other stations owned by the Licensee on the same day as the inspection here, the NAL proposed a forfeiture of \$24,000 against Entertainment Media Trust for violations of Section 73.3526 of the Rules. Entertainment Media Trust submitted a response to the NAL requesting reduction of the proposed forfeiture, because it asserts it (1) maintained complete public inspection files and temporarily misplaced them during the inspection, (2) has a history of compliance with the Rules, and (3) is unable to pay the forfeiture.<sup>4</sup>

<sup>1</sup> 47 C.F.R. § 73.3526(e)(12).

<sup>2</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability for Forfeiture, 26 FCC Rcd 6886 (Enf. Bur. 2011)(NAL).

<sup>3</sup> A comprehensive recitation of the facts and history of this case can be found in the NAL and is incorporated herein by reference.

<sup>4</sup> Letter from Anthony T. Lepore, Esq., Counsel for Entertainment Media Trust, to the Chicago Office (June 13, 2011)(on file in EB-10- CG-0080)(NAL Response).

### III. DISCUSSION

3. The proposed forfeiture amount in this case was assessed in accordance with Section 503(b) of the Communications Act of 1934, as amended (Act),<sup>5</sup> Section 1.80 of the Rules,<sup>6</sup> and the *Forfeiture Policy Statement*.<sup>7</sup> In examining Entertainment Media Trust's response, Section 503(b)(2)(E) of the Act requires that the Commission take into account the nature, circumstances, extent, and gravity of the violation and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and other such matters as justice may require.<sup>8</sup> As discussed below, we have considered Entertainment Media Trust's response in light of these statutory factors and reduce the forfeiture to \$8,500 based on its documented inability to pay.

4. We affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.3526 of the Rules. Section 73.3526 of the Rules states that "[e]very permittee or licensee of an AM, FM, TV or a Class A station in the commercial broadcast services shall maintain a public inspection file containing the material" set forth in that section.<sup>9</sup> As described in the *NAL*, an agent from the Chicago Office requested to inspect the public inspection files for Station WQQX and Station WQQW on April 21, 2010 and found that neither station had a public inspection file. Entertainment Media Trust does not deny these facts, but asserts that the "deficiencies in the WQQX and WQQW public files arose from the ... attendant consolidation of business operations of all four stations [KZQZ, KQQZ, WQQX and WQQW] into one location [in Belleville, Illinois] resulting in the temporary mislocation of certain portions of public files. ... Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on [April 21, 2010] were unable to locate the relevant documents."<sup>10</sup>

5. During the inspection of the Belleville main studio on April 21, 2010, station management mentioned the consolidation and that some public inspection file documents might be in a back room. The agent from the Chicago Office gave station staff ample time to look through the boxes in the back room, but they were unable to locate the missing public files or any evidence that the public files had been maintained. Thus, even if Entertainment Media Trust did misplace the missing contents of its public inspection files during the consolidation, the Licensee's actions would still constitute a violation of Section 73.3526 of the Rules. That section requires that the file be made available for public inspection upon request at the station's main studio, which at the time of the inspection was the Belleville location.<sup>11</sup> Therefore, we find that Entertainment Media Trust willfully violated Section 73.3526 of the Rules by failing to make available complete public inspection files.

### IV. Inability to Pay

6. Entertainment Media Trust requests reduction of the proposed forfeiture based on its inability to pay.<sup>12</sup> With regard to an individual's or entity's inability to pay, the Commission has

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<sup>5</sup> 47 U.S.C. § 503(b).

<sup>6</sup> 47 C.F.R. § 1.80.

<sup>7</sup> *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recons. denied*, 15 FCC Rcd 303 (1999) (*Forfeiture Policy Statement*).

<sup>8</sup> 47 U.S.C. § 503(b)(2)(E).

<sup>9</sup> 47 C.F.R. § 73.3526(a)(2).

<sup>10</sup> *NAL Response* at 1.

<sup>11</sup> *See Spirit Broadcasting, Inc.*, Forfeiture Order, 26 FCC Rcd 15276 (Enf. Bur. 2011) *aff'g* Notice of Apparent Liability for Forfeiture and Order, 26 FCC Rcd 10212 (Enf. Bur. 2011).

<sup>12</sup> *NAL Response* at 2. Entertainment Media Trust also argues for a reduced forfeiture because of its history of

determined that, in general, gross revenues are the best indicator of an ability to pay a forfeiture.<sup>13</sup> Having reviewed Entertainment Media Trust's submitted documentation, we conclude that the forfeiture should be reduced further to \$8,500, an amount within the range determined by the Bureau to not be excessive.

## **V. ORDERING CLAUSES**

7. Accordingly, **IT IS ORDERED** that, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.111, 0.204, 0.311, 0.314, and 1.80(f)(4) of the Commission's rules, Entertainment Media Trust, Dennis J. Watkins, Trustee **IS LIABLE FOR A MONETARY FORFEITURE** in the amount of eight thousand five hundred dollars (\$8,500) for violations of Section 73.3526 of the Commission's rules.<sup>14</sup>

8. Payment of the forfeiture shall be made in the manner provided for in Section 1.80 of the Rules within thirty (30) calendar days after the release date of this Forfeiture Order.<sup>15</sup> If the forfeiture is not paid within the period specified, the case may be referred to the U.S. Department of Justice for enforcement of the forfeiture pursuant to Section 504(a) of the Act.<sup>16</sup> Entertainment Media Trust, Dennis J. Watkins, Trustee shall send electronic notification of payment to NER-Response@fcc.gov on the date said payment is made.

9. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>17</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank

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compliance and good-faith efforts to comply with the Commission's public inspection file rules. Because we are already reducing the forfeiture based on the Licensee's inability to pay well beyond any reduction Entertainment Media Trust would otherwise receive, we need not address these other claims.

<sup>13</sup> See *PJB Communications of Virginia, Inc.*, Forfeiture Order, 7 FCC Rcd 2088, 2089 (1992) (forfeiture not deemed excessive where it represented approximately 2.02 percent of the violator's gross revenues); *Local Long Distance, Inc.*, Forfeiture Order, 16 FCC Rcd 24385 (2000) (forfeiture not deemed excessive where it represented approximately 7.9 percent of the violator's gross revenues); *Hoosier Broadcasting Corporation*, Forfeiture Order, 15 FCC Rcd 8640 (2002) (forfeiture not deemed excessive where it represented approximately 7.6 percent of the violator's gross revenues).

<sup>14</sup> 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.111, 0.204, 0.311, 0.314, 1.80(f)(4), 73.3526.

<sup>15</sup> 47 C.F.R. § 1.80.

<sup>16</sup> 47 U.S.C. § 504(a).

<sup>17</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

at (314) 418-4232 on the same business day the wire transfer is initiated.

- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

10. Any request for full payment under an installment plan should be sent to: Chief Financial Officer—Financial Operations, Federal Communications Commission, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>18</sup> If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

11. **IT IS FURTHER ORDERED** that a copy of this Order shall be sent by both First Class and Certified Mail, Return Receipt Requested, to Entertainment Media Trust, Dennis J. Watkins, Trustee at 6500 West Main Street, Suite 315, Belleville, IL 62223 and to its counsel, Anthony T. Lepore, Esq., P.O. Box 823662, South Florida, FL 33082-3662.

FEDERAL COMMUNICATIONS COMMISSION

G. Michael Moffitt  
Regional Director  
Northeast Region  
Enforcement Bureau

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<sup>18</sup> See 47 C.F.R. § 1.1914.

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

In the Matter of	)	
	)	
Entertainment Media Trust, Dennis J. Watkins,	)	File No.: EB-10-KC-0020
Trustee	)	NAL/Acct. No.: 201132560003
Licensee of Station KZQZ	)	FRN: 0014655476
St. Louis, MO	)	Facility ID Nos.: 72391, 5281
	)	
Licensee of Station KQQZ	)	
DeSoto, MO	)	
	)	
	)	

**FORFEITURE ORDER**

**Adopted:** March 7, 2013

**Released:** March 7, 2013

By the Regional Director, South Central Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Forfeiture Order (Order), we issue a monetary forfeiture in the amount of eight thousand five hundred dollars (\$8,500) to Entertainment Media Trust, Dennis J. Watkins, Trustee (Entertainment Media Trust or the Licensee), licensee of AM Station KZQZ, in St. Louis, Missouri and AM Station KQQZ, in DeSoto, Missouri for willful violation of Sections 73.1350 and 73.3526 of the Commission's rules (Rules) and willful and repeated violation of Section 73.1590 of the Rules.<sup>1</sup> The noted violations involved Entertainment Media Trust's failure to (1) operate Station KZQZ in accordance with the terms of its station authorization, (2) make available complete public inspection files for Stations KZQZ and KQQZ, and (3) conduct required annual equipment performance measurements for Station KZQZ.

**II. BACKGROUND**

2. On May 19, 2011, the Enforcement Bureau's Kansas City Office (Kansas City Office) issued a Notice of Apparent Liability for Forfeiture (NAL)<sup>2</sup> to Entertainment Media Trust for its operation of Station KZQZ with an incorrect directional pattern, its failure to conduct required equipment performance measurements for Station KZQZ in 2008 and 2009, and its failure to maintain and make available complete public inspection files for Stations KZQZ and KQQZ. As described in detail in the NAL,<sup>3</sup> an agent from the Kansas City Office conducted inspections of Stations KZQZ and KQQZ on April 21, 2010. In view of the record evidence, including the fact that agents from the Enforcement Bureau found public inspection file

<sup>1</sup> 47 C.F.R. §§ 73.1350, 73.1590, 73.3526.

<sup>2</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability for Forfeiture, 26 FCC Rcd 6877 (Enf. Bur. 2011).

<sup>3</sup> A comprehensive recitation of the facts and history of this case can be found in the NAL and is incorporated herein by reference.



violations in two other stations owned by the Licensee on the same day as the inspection here, the *NAL* proposed a forfeiture of \$25,000 against Entertainment Media Trust for violations of Sections 73.1350, 73.1590 and 73.3526 of the Rules. Entertainment Media Trust submitted a response to the *NAL* requesting reduction of the proposed forfeiture, because it asserts it (1) operated outside of station parameters due to an equipment malfunction, (2) maintained complete public inspection files and temporarily misplaced them during the inspection, (3) has a history of compliance with the Rules, and (4) is unable to pay the forfeiture.<sup>4</sup>

### III. DISCUSSION

3. The proposed forfeiture amount in this case was assessed in accordance with Section 503(b) of the Communications Act of 1934, as amended (Act),<sup>5</sup> Section 1.80 of the Rules,<sup>6</sup> and the *Forfeiture Policy Statement*.<sup>7</sup> In examining Entertainment Media Trust's response, Section 503(b)(2)(E) of the Act requires that the Commission take into account the nature, circumstances, extent, and gravity of the violation and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and other such matters as justice may require.<sup>8</sup> As discussed below, we have considered Entertainment Media Trust's response in light of these statutory factors and reduce the forfeiture to \$8,500 based on its documented inability to pay.

#### A. Failure to Operate Station with Correct Directional Pattern

4. We affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.1350 of the Rules. Section 73.1350 of the Rules states that "[e]ach licensee is responsible for maintaining and operating its broadcast station in a manner which complies with the technical rules set forth elsewhere in this part and in accordance with the terms of the station authorization."<sup>9</sup> As reflected in the *NAL*, on April 20, 2010, an agent from the Kansas City Office observed Station KZQZ operate with a daytime directional pattern at night. Although Entertainment Media Trust does not dispute the agent's observations, it requests reduction of the proposed forfeiture because it asserts its violation was attributable to equipment failure.<sup>10</sup> The Licensee states that its supervising engineer was out of town on April 20, 2010 when the "equipment responsible for automatically switching the signal went offline and could not be timely restored."<sup>11</sup> Entertainment Media Trust continues that the transmitter was switched manually from April 21, 2010 until the supervisory engineer was able to restore the failed equipment.<sup>12</sup> It also states that it has since "established procedures to monitor the automatic switching to verify it occurs as required."<sup>13</sup>

<sup>4</sup> Letter from Anthony T. Lepore, Esq., Counsel for Entertainment Media Trust, to the Kansas City Office (June 13, 2011) (*NAL Response*) (on file in EB-10-KC-0020).

<sup>5</sup> 47 U.S.C. § 503(b).

<sup>6</sup> 47 C.F.R. § 1.80.

<sup>7</sup> *The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recons. denied*, 15 FCC Rcd 303 (1999) (*Forfeiture Policy Statement*).

<sup>8</sup> 47 U.S.C. § 503(b)(2)(E).

<sup>9</sup> 47 C.F.R. § 73.1350.

<sup>10</sup> *NAL Response* at 2.

<sup>11</sup> *Id.*

<sup>12</sup> See Declaration of Michael Petz, Station Engineer for Station KZQZ, attached to *NAL Response*.

<sup>13</sup> *Id.*



5. Entertainment Media Trust does not dispute that, prior to April 21, 2010, it had (1) no station personnel monitoring the station's transmitter, (2) no remote control equipment installed, (3) no automated monitoring equipment to determine if the station was operating outside authorized parameters for the pertinent time of day, and (4) no established monitoring procedures or schedules for the station to ensure compliance with the Rules and the station authorization. Therefore, although its equipment may have malfunctioned,<sup>14</sup> Entertainment Media Trust's lack of monitoring and maintenance of its equipment resulted in its failure to detect the equipment malfunction and the improper directional pattern. These omissions rendered Entertainment Media Trust's violation willful. Accordingly, we find that Entertainment Media Trust willfully violated Section 73.1350 of the Rules by operating with an incorrect directional pattern and find no grounds to reduce the proposed forfeiture.

**B. Failure to Conduct Required Equipment Performance Measurements**

6. Similarly, we affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.1590 of the Rules. That provision states, in relevant part, that "the licensee of each AM... station... must make equipment performance measurements for each main transmitter ... annually, ... with not more than 14 months between measurements..."<sup>15</sup> and requires such measurements be kept on file for two years and made available upon request.<sup>16</sup> As set forth in the *NAL*, Entertainment Media Trust could not produce the equipment performance measurements for 2008 and 2009 on April 20, 2010 and later admitted that it failed to conduct the tests in those years. In response to the *NAL*, Entertainment Media Trust states only that it "has established procedures for making required measurements relative to spurious and harmonic emissions required by § 73.1590(d)."<sup>17</sup> Corrective action taken to come into compliance with the Rules is expected, however, and does not nullify or mitigate any prior forfeitures or violations.<sup>18</sup> Thus, we find that Entertainment Media Trust willfully and repeatedly violated Section 73.1590 of the Rules by failing to conduct required equipment performance measurements for Station KZQZ in 2008 and 2009 and find no grounds to reduce the proposed forfeiture.

**C. Failure to Make Available a Complete Public Inspection File**

7. We also affirm the *NAL*'s finding that Entertainment Media Trust violated Section 73.3526 of the Rules. Section 73.3526 of the Rules states that "[e]very permittee or licensee of an AM, FM, TV or a Class A station in the commercial broadcast services shall maintain a public inspection file containing the material" set forth in that section.<sup>19</sup> As described in the *NAL*, an agent from the Kansas City Office requested to inspect the public inspection files for Station KQQZ and Station KZQZ on April 20, 2010 and found that its public inspection files were missing issues/programs lists for two quarters (Station KQQZ) and eight quarters (Station KZQZ), respectively, as well as comments received by Station KZQZ from the public via the station's webpage. Entertainment Media Trust does not deny these facts, but asserts that the "deficiencies in the KZQZ and KQQZ public files arose from the ... attendant consolidation of business operations of all four stations [KZQZ, KQQZ, WQQZ and KQQZ] into one location [in Belleville, Illinois] resulting in the temporary mislocation of certain portions of public

<sup>14</sup> We note that the complaint that triggered this investigation alleged that Station KQQZ had been operating 24 hours a day with full daytime power for weeks, so there is some evidence that the violation was more than an isolated occurrence.

<sup>15</sup> 47 C.F.R. § 73.1590(a)(6).

<sup>16</sup> 47 C.F.R. § 73.1590(d).

<sup>17</sup> See Declaration of Michael Petz, Station Engineer for Station KZQZ, attached to *NAL Response*.

<sup>18</sup> See *International Broadcasting Corporation*, Order on Review, 25 FCC Rcd 1538 (2010); *Seawest Yacht Brokers*, Forfeiture Order, 9 FCC Rcd 6099 (1994).

<sup>19</sup> 47 C.F.R. § 73.3526(a)(2).

files.... Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on [April 21, 2010] were unable to locate the relevant documents.<sup>20</sup>

8. During the inspection of the Belleville main studio on April 21, 2010, station management mentioned the consolidation and that some public inspection file documents might be in a back room. The agent from the Kansas City Office gave station staff ample time to look through the boxes in the back room, but they were unable to locate the missing documents or any evidence that the documents had been maintained. Thus, even if Entertainment Media Trust did misplace the missing contents of its public inspection files during the consolidation, the Licensee's actions would still constitute a violation of Section 73.3526 of the Rules. That section requires that the file be made available for public inspection upon request at the station's main studio, which at the time of the inspection was the Belleville location.<sup>21</sup> Therefore, we find that Entertainment Media Trust willfully violated Section 73.3526 of the Rules by failing to make available complete public inspection files.

#### D. Inability to Pay

9. Entertainment Media Trust requests reduction of the proposed forfeiture based on its inability to pay.<sup>22</sup> With regard to an individual's or entity's inability to pay, the Commission has determined that, in general, gross revenues are the best indicator of an ability to pay a forfeiture.<sup>23</sup> Having reviewed Entertainment Media Trust's submitted documentation, we conclude that the forfeiture should be reduced further to \$8,500, an amount within the range determined by the Bureau to not be excessive.

#### IV. ORDERING CLAUSES

10. Accordingly, **IT IS ORDERED** that, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Sections 0.111, 0.204, 0.311, 0.314, and 1.80(f)(4) of the Commission's rules, Entertainment Media Trust, Dennis J. Watkins, Trustee **IS LIABLE FOR A MONETARY FORFEITURE** in the amount of eight thousand five hundred dollars (\$8,500) for violations of Sections 73.1350, 73.1590, and 73.3526 of the Commission's rules.<sup>24</sup>

11. Payment of the forfeiture shall be made in the manner provided for in Section 1.80 of the Rules within thirty (30) calendar days after the release date of this Forfeiture Order.<sup>25</sup> If the forfeiture is not paid within the period specified, the case may be referred to the U.S. Department of Justice for

<sup>20</sup> NAL Response at 1.

<sup>21</sup> See *Spirit Broadcasting, Inc.*, Forfeiture Order, 26 FCC Rcd 15276 (Enf. Bur. 2011) *aff'g* Notice of Apparent Liability for Forfeiture and Order, 26 FCC Rcd 10212 (Enf. Bur. 2011).

<sup>22</sup> NAL Response at 2. Entertainment Media Trust also argues for a reduced forfeiture because of its history of compliance and good-faith efforts to comply with the Commission's public inspection file rules. Because we are already reducing the forfeiture based on the Licensee's inability to pay well beyond any reduction Entertainment Media Trust would receive for the other arguments, we need not address these other claims.

<sup>23</sup> See *PJB Communications of Virginia, Inc.*, Forfeiture Order, 7 FCC Rcd 2088, 2089 (1992) (forfeiture not deemed excessive where it represented approximately 2.02 percent of the violator's gross revenues); *Local Long Distance, Inc.*, Forfeiture Order, 16 FCC Rcd 24385 (2000) (forfeiture not deemed excessive where it represented approximately 7.9 percent of the violator's gross revenues); *Hoosier Broadcasting Corporation*, Forfeiture Order, 15 FCC Rcd 8640 (2002) (forfeiture not deemed excessive where it represented approximately 7.6 percent of the violator's gross revenues).

<sup>24</sup> 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.111, 0.204, 0.311, 0.314, 1.80(f)(4), 73.1350, 73.1590, 73.3526.

<sup>25</sup> 47 C.F.R. § 1.80.

enforcement of the forfeiture pursuant to Section 504(a) of the Act.<sup>26</sup> Entertainment Media Trust, Dennis J. Watkins, Trustee shall send electronic notification of payment to [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov) on the date said payment is made.

12. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>27</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

13. Any request for full payment under an installment plan should be sent to: Chief Financial Officer—Financial Operations, Federal Communications Commission, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>28</sup> If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

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<sup>26</sup> 47 U.S.C. § 504(a).

<sup>27</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>28</sup> See 47 C.F.R. § 1.1914.

14. **IT IS FURTHER ORDERED** that a copy of this Order shall be sent by both First Class and Certified Mail, Return Receipt Requested, to Entertainment Media Trust, Dennis J. Watkins, Trustee at 6500 West Main Street, Suite 315, Belleville, IL 62223 and to its counsel, Anthony T. Lepore, Esq., PO Box 823662, South Florida, FL 33082-3662.

FEDERAL COMMUNICATIONS COMMISSION

Dennis P. Carlton  
Regional Director, South Central Region  
Enforcement Bureau

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

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WASHINGTON, DC 20016-2151

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TELEPHONE (202) 681-2201  
FLORIDA (954) 433-2126  
www.radiotvlaw.net

November 7, 2012

Federal Communications Commission  
Enforcement Bureau -Chicago Office  
1550 North Northwest Highway, Room 306  
Park Ridge, IL 60068  
**VIA FEDEX**

RE: File No. EB-FIELDNER-12-00003919  
Notice of Violation Letter Released September 17, 2012  
NOV No: V201232320009  
WQQX (AM), East St. Louis, IL (Facility ID#72815)  
**SUPPLEMENTAL RESPONSE**

Dear Sir or Madam:

We are writing on behalf of Entertainment Media Trust ("EMT"), licensee of the above captioned facility, to supplement the response dated October 2<sup>nd</sup>, 2012 to the Notice of Violation Letter ("NOV") referenced above, which provided a written statement concerning the violations referenced in the above letter and remedial actions taken (the "Initial Response").

In the Initial Response, EMT indicated that it had previously engaged RF engineer Chester Leediker, Jr. to perform said measurements for WQQX, and they had been taken by Mr. Leediker. However, in the interim period between taking the measurements and the date of inspection, Mr. Leediker had passed away and EMT has been attempting to obtain the measurements from his family and personal representatives without success. A copy of the obituary for Mr. Leediker was included in the Initial Response.

Subsequent to the Initial Response, EMT continued to attempt to obtain the information from the estate of Mr. Leediker in Texas but the representatives of the estate were unable to locate the documentation. Accordingly as indicated in the Initial Response, EMT engaged another engineer to perform the measurements, and same have now been completed. A copy of same is attached.

Sincerely,

Anthony T. Lepore, Esq.

Enclosures

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

4101 Albemarle Street NW, Suite 324

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FLORIDA (954) 433-2126

www.radiotvlaw.net

October 2nd, 2012

Federal Communications Commission  
Enforcement Bureau -Chicago Office  
1550 North Northwest Highway, Room 306  
Park Ridge, IL 60068  
**VIA FEDEX**

RE: File No. EB-FIELDNER-12-00003919  
Notice of Violation Letter Released September 17, 2012  
NOV No: V201232320009  
WQQX (AM), East St. Louis, IL (Facility ID#72815)

Dear Sir or Madam:

We are writing on behalf of Entertainment Media Trust, licensee of the above captioned facility, in response to the Notice of Violation Letter ("NOV") referenced above, which requests a written statement concerning the violations referenced in the above letter and remedial actions taken. Enclosed herewith is an Affidavit of Dennis J. Watkins, Trustee of the Entertainment Media Trust, as requested, attesting to the accuracy and completeness of the information provided herein.

1. As indicated in the NOV, an agent of the Chicago Field Office inspected WQQX at its main studio at 6500 W. Main Street, #315, Belleville, IL on June 28, 2012. The agent cited EMT for three violations:

a. 47 CFR Section 73.1560, for failure to maintain antenna input power at not less than 90% of authorized power. WQQX antenna input power at the time of inspection was 763 watts, which was only 76.3% of authorized power. On the date in question, the Midwest was experiencing an extreme heat event and the temperature in St. Louis reached 108 degrees, according to the attached article from the St. Louis Dispatch. This was the highest recorded temperature in the area since 1954. WQQX's HVAC system was overtaxed and partially failed on said date because of the extreme heat, causing the transmitter to begin to overheat. Rather than cause a catastrophic failure of the transmitter and causing the station to go silent, WQQX staff prudently turned down the transmitter power to prevent the overheating of the transmitter until it could get the HVAC systems repaired to full capacity. The reduction in power was a temporary measure necessary to preserve the functionality of the equipment and authorized

Page 2


October 2, 2012

power was restored the following day when the air conditioning was repaired. The extreme heat coupled with the A/C system failure made this an isolated incident unlikely to recur, and the licensee has taken steps to prevent a recurrence of the A/C failure by repairing the compressor, recharging the coolant and adjusting the installation of the unit to optimize performance.

b. 47 CFR Section 73.1225(d) for failure to make available the most recent antenna impedance measurement. As noted, on the date in question, such measurements were not available. EMT had previously engaged RF engineer Chester Leediker, Jr. to perform said measurements for WQQX, and they had been taken by Mr. Leediker. However, in the interim period between taking the measurements and the date of inspection, Mr. Leediker had passed away and EMT has been attempting to obtain the measurements from his family and personal representatives without success. A copy of the obituary for Mr. Leediker is attached to the enclosed affidavit. Subsequent to the inspection on June 28, 2012, EMT has continued to attempt to obtain the prior measurements from Mr. Leediker's representatives but has also engaged Mike Rice to perform a new set of measurements by Rice Engineering which will be made available upon completion to FCC representatives if requested. It is anticipated that the new measurements will be completed by October 31<sup>st</sup>, 2012.

c. 47 CFR Section 73.1230(a) for failure to display the WQQX license at the main studio. At the time of the inspection by FCC Field Officer, the posted copy of the WQQX license had apparently been accidentally removed from the main studio. While the Field Officer was still on site, representatives of EMT retrieved a backup copy of the license authorizations from the WQQX public file on site and presented same to the Field Officer and restored the posted main studio copies with such backup. Since that time, EMT has made multiple copies of the license authorizations (which include the original AM License BL-14427 together with subsequent direct measurement authorizations) as well as the most recent license renewal postcard (BR-20040712AAD) and collectively posted same in the WQQX main studio. Station staff have been advised to monitor the presence of the posted authorizations and to replace same in the future with the backup copies maintained in the WQQX public file as well as EMT's separate business files in the event the posted copies become missing again.

Sincerely,

  
Anthony T. Lepore, Esq.

Enclosures

AFFIDAVIT OF DENNIS J. WATKINS, TRUSTEE  
ENTERTAINMENT MEDIA TRUST

STATE OF ILLINOIS )

COUNTY OF St. Clair )

BEFORE ME, the undersigned authority, personally appeared DENNIS J. WATKINS, Trustee of Entertainment Media Trust, who (is known to me personally) (produced a valid driver's license as identification), and who deposed and states:

1. I am the Trustee of Entertainment Media Trust and make this Affidavit upon personal knowledge and investigation.
2. I make this affidavit in response to a Notice of Violation dated September 17, 2012, concerning WQQX (AM) under File No: EB-FIELDNER-12-00003919.
3. WQQX was forced to reduce antenna input power at the time of inspection to 763 watts, which was only 76.3% of authorized power, due to extreme weather conditions. On the date in question, the Midwest was experiencing an extreme heat event and the temperature in St. Louis reached 108 degrees, (see attached article from the St. Louis Dispatch online newspaper edition). This was the highest recorded temperature in the area since 1954. WQQX's HVAC system was overtaxed and partially failed on said date because of the extreme heat, causing the transmitter to begin to overheat. Rather than cause a catastrophic failure of the transmitter and causing the station to go silent, WQQX staff prudently turned down the transmitter power to prevent the overheating of the transmitter until it could get the HVAC systems repaired to full capacity. The reduction in power was a temporary measure necessary to preserve the functionality of the equipment and authorized power was restored the following day when the air conditioning was repaired. The extreme heat coupled with the A/C system failure made this an isolated incident unlikely to recur, and we have taken steps to prevent a recurrence of the A/C failure by repairing the compressor, recharging the coolant and adjusting the installation of the unit to optimize performance.
4. WQQX did not have a copy of the most recent antenna impedance measurements available on the date of inspection because we had previously engaged RF engineer Chester Leediker Jr. to perform said measurements for WQQX, and they had been taken by Mr. Leediker. However, since taking the measurements, Mr. Leediker had passed away and we have been attempting to obtain the measurements from his family and personal representatives without success (See attached obituary from the East Texas News confirming his death on June 27, 2012). Subsequent to the inspection on June 28, 2012, we have continued to attempt to obtain the prior measurements from Mr. Leediker's representatives but we have also engaged Michael Rice of Rice Engineering to perform a new set of measurements which will be made available upon completion to FCC representatives if requested. It is anticipated that the new measurements will be completed by October 31, 2012.



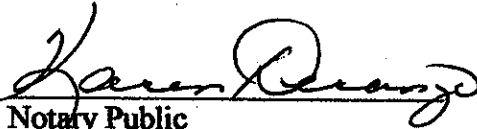
5. WQQX's license authorizations were not present in the main studio on the date of inspection because they had been accidentally misplaced. However, while the FCC Field Officer was present, the copies maintained in the WQQX Public File at the main studio location were retrieved and presented for examination, and photocopies of same were made and posted in the main studio, with the originals being returned to the Public File. Since that time, we have made multiple copies of the license authorizations (which include the original AM License BL-14427 together with subsequent direct measurement authorizations) as well as the most recent license renewal postcard (BR-20040712AAD) and collectively posted same in the WQQX main studio. WQQX staff have been advised to monitor the presence of the posted authorizations daily and to replace same in the future with the backup copies maintained in the WQQX public file as well as our separate business files in the event the posted copies are accidentally misplaced again.

6. I hereby confirm the accuracy of the information provided herein and all information within the licensee's possession, custody, control or knowledge relating to these matters has been provided.

Further affiant sayeth not.

  
Dennis J. Watkins, Trustee  
Entertainment Media Trust

Sworn to and subscribed before me this 10<sup>th</sup> day of October, 2012.

  
Notary Public  
My commission expires:



**stltoday.com**  
the #1 St. Louis website

## HEAT

### Temperature in St. Louis reaches 108 degrees



JUNE 28, 2012 1:45 PM • BY TIM O'NEIL •  
TONEIL@POST-DISPATCH.COM > 314-340-8132

**UPDATED** at 5 p.m. with  
temperature reaching 108.

The temperature reached 108 degrees today, and you'd have to be at least 58 years old to say you've endured worse in St. Louis.

The high-pressure system that has been burning up Colorado and Kansas is pushing its center through the two-state area today. With soil moisture and humidity already low, the forecast is for a withering jump in temperatures today and Friday.

## REDACTED FOR PUBLIC INSPECTION

805  
CDUS43 KLSX 282229  
CLICOU

CLIMATE REPORT  
NATIONAL WEATHER SERVICE ST LOUIS MO  
528 PM CDT THU JUN 28 2012

.....

..THE COLUMBIA ASOS CLIMATE SUMMARY FOR JUNE 28 2012

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1981 TO 2010  
CLIMATE RECORD PERIOD 1890 TO 2012

WEATHER ITEM	OBSERVED TIME VALUE (LST)	RECORD YEAR VALUE	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
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.....

## TEMPERATURE (F)

## TODAY

MAXIMUM	107R	359 PM 103	1936	86	21	81
MINIMUM	68	513 AM 53	1985	66	2	65
			1926			
AVERAGE	88			76	12	73

## PRECIPITATION (IN)

TODAY	0.00	3.46 1928	0.15	-0.15	0.00
MONTH TO DATE	1.63		4.18	-2.55	4.75
SINCE JUN 1	1.63		4.18	-2.55	4.75
SINCE JAN 1	18.72		20.73	-2.01	21.78

## SNOWFALL (IN)

TODAY	0.0	0.0 2011	0.0	0.0	0.0
MONTH TO DATE	0.0		0.0	0.0	0.0
SINCE JUN 1	0.0		0.0	0.0	0.0
SINCE JUL 1	6.6		18.4	-11.8	53.4
SNOW DEPTH	0				

## DEGREE DAYS

## HEATING

TODAY	0		0	0	0
MONTH TO DATE	7		9	-2	0
SINCE JUN 1	7		9	-2	0
SINCE JUL 1	3793		5021	-1228	5136

## COOLING

TODAY	23		11	12	8
MONTH TO DATE	321		225	96	282
SINCE JUN 1	321		225	96	282
SINCE JAN 1	606		328	278	417

## REDACTED FOR PUBLIC INSPECTION

.....  
WIND (MPH)

HIGHEST WIND SPEED	21	HIGHEST WIND DIRECTION	W (250)
HIGHEST GUST SPEED	24	HIGHEST GUST DIRECTION	W (260)
AVERAGE WIND SPEED	10.7		

## SKY COVER

AVERAGE SKY COVER 0.0

## RELATIVE HUMIDITY (PERCENT)

HIGHEST	66	500 AM
LOWEST	17	400 PM
AVERAGE	42	

.....  
THE COLUMBIA ASOS CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	86	104	1901
MINIMUM TEMPERATURE (F)	66	51	1923

## SUNRISE AND SUNSET

JUNE 28 2012.....	SUNRISE	546 AM CDT	SUNSET	838 PM CDT
JUNE 29 2012.....	SUNRISE	547 AM CDT	SUNSET	838 PM CDT

- INDICATES NEGATIVE NUMBERS.  
R INDICATES RECORD WAS SET OR TIED.  
MM INDICATES DATA IS MISSING.  
T INDICATES TRACE AMOUNT.

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**JAKE CAPRELIAN**

Funeral Services for Mr. Jake Caprelian will be held Monday, July 16, 2012 at 11:00 a.m. at First United Methodist Church, Crockett. Visitation will be held 5-7 p.m. Sunday at the Callaway-Allee Funeral Home. Callaway-Allee Funeral Home

**W. C. BOYKIN**

Mr. W. C. Boykin, age 86 of Lovelady, passed away Friday, June 29, 2012 at his residence. Mr. Boykin was born February 25, 1926 in Weches and had lived all of his lifetime in the area. Mr. Boykin was a veteran of the United States Army having served during World War II. He was a retired welder and a member of the Good Shepherd Fellowship Church in Crockett. Survivors include his wife, Juana Boykin, of Lovelady; daughters Jo Curry and Terry McGoron, both of Trinity; grandchildren Jason Thompson, of Riverside, Carrie Hales and Adam Shadbolt, both of Trinity; great-grandchildren Brynn Thompson, of Riverside, Cole Hales and Jaxon Hales, both of Trinity; step-daughters Carol Amerson and Mary Ann Davis and husband Royce, all of Brownsboro; step-grandchildren Dyan Willis and husband Monte, of Tomball, DeAnn Doyle and husband Dwayne, Ricky Davis and wife Kim, all of Brownsboro and Angie Rockey and husband Rod, of Henderson; step-great-grandchildren Monte Mark Willis, Mitchell Willis, Kelli Willis, all of Tomball, Brax Davis, Bryce Taylor, Taylor Davis and Toby Davis, all of Brownsboro, JesiJo Swoboda, and Rayce Rockey, both of Henderson. Funeral Services for Mr. W. C. Boykin were held Sunday, July 1, 2012 at 2:00 p.m. in the Callaway-Allee Memorial Chapel with the Rev. Ottis Byers officiating. Interment followed in the Weches Cemetery. In lieu of flowers, memorial contributions may be made to the Charity of Choice or Good Shepherd Fellowship Church. Condolences for Mr. Boykin may be left at online obituaries [www.callawayallee.com](http://www.callawayallee.com). Callaway-Allee Funeral Home

**CHESTER DALE LEEDIKER**

Mr. Chester Dale Leediker, Jr., age 65 of Crockett, passed away Wednesday, June 27, 2012 at his residence. Mr. Leediker was born July 31, 1946 in Crockett, Texas and was a resident of Crockett all of his lifetime. Mr. Leediker was a member of the Knights of Pythian. He had worked as a broadcast engineer and was a member of the First United Methodist Church in Crockett. Survivors include his children Kristi Dunbar and husband Josh, of Texarkana, Chester Dale Leediker III, of Texarkana, William Kenneth Leediker and wife Katrin, of New Boston, James Leonard Lucas and wife Stacy, of Crockett and Joy Tanner, of Kennard; 19 grandchildren; numerous great-grandchildren; sister Julia Hill and husband Billy, of Crockett; numerous nieces, nephews and other relatives. Preceded in death by his daughter Kim Boothe; parents Chester Dale and Margaret Leediker; and sister Margaret Ann Holmes. Funeral Services for Mr. Chester Dale Leediker, Jr. were held Saturday, June 30, 2012 at 11:00 a.m. in the Callaway-Allee Memorial Chapel with the Rev. Cynthia Doran officiating. Interment followed in the Evergreen Memorial Park. Condolences for Mr. Leediker may be left at online obituaries <http://www.callawayallee.com>. Callaway-Allee Funeral Home

**JIM WALLACE**

Mr. Jim Wallace, age 77 of Grapeland, passed away Wednesday, June 27, 2012 in the Palestine Regional Medical Center. Mr. Wallace was born September 3, 1934 in Minco, Oklahoma and had lived in Grapeland for the past 13 years. Mr. Wallace was a veteran of the United States Army. He was a former stock car and modified car race driver and he enjoyed watching Nascar racing. Mr. Wallace was retired from the Newspaper Industry having worked as district manager and was a Charter Member of Grapeland Baptist Church. Survivors include his wife Joyce Wallace, of Grapeland; daughters Jerrie Looney and husband Carl, of Oklahoma City, Oklahoma, Sharon Banek and husband John, of Lodi, California, Vicki Rains, of Elkhart and Linda Rains, of Palestine; son David Rains, of Wentzville, Missouri; nine grandchildren; four great-grandchildren; numerous nieces, nephews and other relatives. Graveside Funeral Services for Mr. Jim Wallace were held Saturday, June 30, 2012 at 9:00 a.m. in the Evergreen Memorial Park with Dr. Delmer White officiating. Condolences for Mr. Wallace may be left at online obituaries [www.callawayallee.com](http://www.callawayallee.com). Callaway-Allee Funeral Home

**VERZONA MUSICK GOOLSBY DIAL**

Mrs. Verzona Musick Goolsby Dial, age 82 of Crockett, passed away Saturday, July 7, 2012 at East Texas Medical Center-Crockett. Mrs. Dial was born April 8, 1930 in New Prospect Community, Houston County, Texas and had lived in Houston County all of her lifetime. Mrs. Dial was the owner and operator of Motor Fuels and Supply Co./Hilltop Kitchen in Crockett and was a member of the First Baptist Church in Crockett. Survivors include her son Ronnie Goolsby and wife Laura, of Crockett; daughter Peggy Reeves and husband Bob, of Latexo; grandchildren Lisa Albright and husband Billy, of Crockett, Bill Douglas, of Latexo, Kelli Hackler and husband Cole, of Latexo, Traci Bain and husband Brandon, of Katy, Collin Reeves and fiancé Morgan Palms, of Baytown; great-grandchildren Trent Hughes and wife Jessi, of Dover, Delaware, James Tory Hughes and fiancé Rebecca Zarbaugh, of Crockett, Caroline and Cade Hackler, of Latexo; great-great-granddaughter Addison Rain Hughes; sister Carolyn Platt and husband Bill, of Crockett; sisters-in-law Wanda Musick and Dorothy Musick; numerous nieces, nephews and other relatives. Preceded in death by her daughter Sharon Lynn Goolsby; parents James Lafayette and Lela Pearl (Baker) Musick; brothers James Reuben Musick, Joe Henry Musick, Leonza Musick, Charles Lee Musick, Marvin Lee Musick, Medwin Derrell

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

4101 Albemarle Street NW, Suite 324

WASHINGTON, DC 20016-2151

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TELEPHONE (202) 681-2201  
FLORIDA (954) 433-2126  
www.radiotvlaw.net

October 2nd, 2012

Federal Communications Commission  
Enforcement Bureau -Chicago Office  
1550 North Northwest Highway, Room 306  
Park Ridge, IL 60068  
**VIA FEDEX**

RE: File No. EB-FIELDNER-12-00003919  
Notice of Violation Letter Released September 17, 2012  
NOV No: V201232320009  
WQQX (AM), East St. Louis, IL (Facility ID#72815)

Dear Sir or Madam:

We are writing on behalf of Entertainment Media Trust, licensee of the above captioned facility, in response to the Notice of Violation Letter ("NOV") referenced above, which requests a written statement concerning the violations referenced in the above letter and remedial actions taken. Enclosed herewith is an Affidavit of Dennis J. Watkins, Trustee of the Entertainment Media Trust, as requested, attesting to the accuracy and completeness of the information provided herein.

1. As indicated in the NOV, an agent of the Chicago Field Office inspected WQQX at its main studio at 6500 W. Main Street, #315, Belleville, IL on June 28, 2012. The agent cited EMT for three violations:

a. 47 CFR Section 73.1560, for failure to maintain antenna input power at not less than 90% of authorized power. WQQX antenna input power at the time of inspection was 763 watts, which was only 76.3% of authorized power. On the date in question, the Midwest was experiencing an extreme heat event and the temperature in St. Louis reached 108 degrees, according to the attached article from the St. Louis Dispatch. This was the highest recorded temperature in the area since 1954. WQQX's HVAC system was overtaxed and partially failed on said date because of the extreme heat, causing the transmitter to begin to overheat. Rather than cause a catastrophic failure of the transmitter and causing the station to go silent, WQQX staff prudently turned down the transmitter power to prevent the overheating of the transmitter until it could get the HVAC systems repaired to full capacity. The reduction in power was a temporary measure necessary to preserve the functionality of the equipment and authorized

Page 2  
October 2, 2012

power was restored the following day when the air conditioning was repaired. The extreme heat coupled with the A/C system failure made this an isolated incident unlikely to recur, and the licensee has taken steps to prevent a recurrence of the A/C failure by repairing the compressor, recharging the coolant and adjusting the installation of the unit to optimize performance.

b. 47 CFR Section 73.1225(d) for failure to make available the most recent antenna impedance measurement. As noted, on the date in question, such measurements were not available. EMT had previously engaged RF engineer Chester Leediker, Jr. to perform said measurements for WQQX, and they had been taken by Mr. Leediker. However, in the interim period between taking the measurements and the date of inspection, Mr. Leediker had passed away and EMT has been attempting to obtain the measurements from his family and personal representatives without success. A copy of the obituary for Mr. Leediker is attached to the enclosed affidavit. Subsequent to the inspection on June 28, 2012, EMT has continued to attempt to obtain the prior measurements from Mr. Leediker's representatives but has also engaged Mike Rice to perform a new set of measurements by Rice Engineering which will be made available upon completion to FCC representatives if requested. It is anticipated that the new measurements will be completed by October 31<sup>st</sup>, 2012.

c. 47 CFR Section 73.1230(a) for failure to display the WQQX license at the main studio. At the time of the inspection by FCC Field Officer, the posted copy of the WQQX license had apparently been accidentally removed from the main studio. While the Field Officer was still on site, representatives of EMT retrieved a backup copy of the license authorizations from the WQQX public file on site and presented same to the Field Officer and restored the posted main studio copies with such backup. Since that time, EMT has made multiple copies of the license authorizations (which include the original AM License BL-14427 together with subsequent direct measurement authorizations) as well as the most recent license renewal postcard (BR-20040712AAD) and collectively posted same in the WQQX main studio. Station staff have been advised to monitor the presence of the posted authorizations and to replace same in the future with the backup copies maintained in the WQQX public file as well as EMT's separate business files in the event the posted copies become missing again.

Sincerely,

Anthony T. Lepore, Esq.

Enclosures

AFFIDAVIT OF DENNIS J. WATKINS, TRUSTEE  
ENTERTAINMENT MEDIA TRUST

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared DENNIS J. WATKINS, Trustee of Entertainment Media Trust, who (is known to me personally) (produced a valid driver's license as identification), and who deposed and states:

1. I am the Trustee of Entertainment Media Trust and make this Affidavit upon personal knowledge and investigation.

2. I make this affidavit in response to a Notice of Violation dated September 17, 2012, concerning WQQX (AM) under File No: EB-FIELDNER-12-00003919.

3. WQQX was forced to reduce antenna input power at the time of inspection to 763 watts, which was only 76.3% of authorized power, due to extreme weather conditions. On the date in question, the Midwest was experiencing an extreme heat event and the temperature in St. Louis reached 108 degrees, (see attached article from the St. Louis Dispatch online newspaper edition). This was the highest recorded temperature in the area since 1954. WQQX's HVAC system was overtaxed and partially failed on said date because of the extreme heat, causing the transmitter to begin to overheat. Rather than cause a catastrophic failure of the transmitter and causing the station to go silent, WQQX staff prudently turned down the transmitter power to prevent the overheating of the transmitter until it could get the HVAC systems repaired to full capacity. The reduction in power was a temporary measure necessary to preserve the functionality of the equipment and authorized power was restored the following day when the air conditioning was repaired. The extreme heat coupled with the A/C system failure made this an isolated incident unlikely to recur, and we have taken steps to prevent a recurrence of the A/C failure by repairing the compressor, recharging the coolant and adjusting the installation of the unit to optimize performance.

4. WQQX did not have a copy of the most recent antenna impedance measurements available on the date of inspection because we had previously engaged RF engineer Chester Leediker Jr. to perform said measurements for WQQX, and they had been taken by Mr. Leediker. However, since taking the measurements, Mr. Leediker had passed away and we have been attempting to obtain the measurements from his family and personal representatives without success (See attached obituary from the East Texas News confirming his death on June 27, 2012). Subsequent to the inspection on June 28, 2012, we have continued to attempt to obtain the prior measurements from Mr. Leediker's representatives but we have also engaged Michael Rice of Rice Engineering to perform a new set of measurements which will be made available upon completion to FCC representatives if requested. It is anticipated that the new measurements will be completed by October 31, 2012.



5. WQQX's license authorizations were not present in the main studio on the date of inspection because they had been accidentally misplaced. However, while the FCC Field Officer was present, the copies maintained in the WQQX Public File at the main studio location were retrieved and presented for examination, and photocopies of same were made and posted in the main studio, with the originals being returned to the Public File. Since that time, we have made multiple copies of the license authorizations (which include the original AM License BL-14427 together with subsequent direct measurement authorizations) as well as the most recent license renewal postcard (BR-20040712AAD) and collectively posted same in the WQQX main studio. WQQX staff have been advised to monitor the presence of the posted authorizations daily and to replace same in the future with the backup copies maintained in the WQQX public file as well as our separate business files in the event the posted copies are accidentally misplaced again.

6. I hereby confirm the accuracy of the information provided herein and all information within the licensee's possession, custody, control or knowledge relating to these matters has been provided.

Further affiant sayeth not.

---

Dennis J. Watkins, Trustee  
Entertainment Media Trust

Sworn to and subscribed before me this \_\_\_\_ day of October, 2012.

---

Notary Public  
My commission expires:

**REDACTED FOR PUBLIC INSPECTION**

LAW OFFICES  
**ANTHONY T. LEPORE, ESQ., P.A.**

**P.O. Box 823662**

**SOUTH FLORIDA, FLORIDA 33082-3662**

**email: anthony @ radiotvlaw.net**

**DC Office: 4101 Albemarle St. NW, Suite 324**

**Washington, DC 20016**

**Member FL & MA Bar**

**REPLY TO: WASHINGTON**

**TELEPHONE (954) 433-2126**

**FACSIMILE (954) 436-6288**

**Washington DC Office (202) 681-2201**

July 8<sup>th</sup>, 2011

Diane Law-Hsu, Esq.  
FCC Enforcement Bureau – South Central Region  
520 N.E. Colbern Rd., 2nd Floor  
Lees Summit, Missouri, 64086

RE: Entertainment Media Trust – KZQZ/KQQZ  
File No: EB-10-KC-0020  
NAL/Account No: 201132560003

Dear Ms. Law-Hsu:

Please find enclosed as you requested the personal tax returns of Stephen Romanik, the sole beneficiary of Entertainment Media Trust, in connection with the above matter, as furnished to me by his CPA. Please note that the radio station income or loss is reflected in part on line 17 of these returns as Mr. Romanik has (i) regular wages as a police officer reflected on line 7 of each return, and (ii) other business income from an unrelated business as shown on the Schedule E forms attached to the return. Please feel free to share these documents with Sharon Webber in the NorthEast Region (Chicago) office in connection with NAL #201132320003 for WQQX/WQQW. The better indicator of the licensee's financial ability I believe is reflected in the corporate tax returns for Insane Broadcasting previously provided.

I have, as previously discussed, redacted Mr. Romanik's social security number from the documents in the interests of identity protection particularly since he is a police officer.

Please let me know if you have any questions regarding the enclosed.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms  
Enclosures

**REDACTED FOR PUBLIC INSPECTION**

**From:** Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)>  
**To:** "anthony@radiotvlaw.net" <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>  
**Cc:** "Sharon.Webber@fcc.gov" <[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)>  
**Sent:** Tuesday, June 21, 2011, 10:20:30 AM EDT  
**Subject:** RE: Entertainment Media Trust

Yes, redacting Mr. Romanik's social security number would be fine.

If you can't send them electronically, you may mail the paper returns to the KC Office:

Federal Communications Commission, Enforcement Bureau, South Central Region, Kansas City Office  
520 N.E. Colbern Rd., 2nd Floor  
Lees Summit, Missouri, 64086

Please include the NAL number 201132560003.

The KC Office will share the returns with the Detroit Office.

FYI, Sharon Webber is the Regional Counsel for the Northeast Region and will be handling the response to the companion NAL.

Thanks,

Diane

-----Original Message-----

From: Anthony Lepore [mailto:[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)]  
Sent: Tue 6/21/2011 10:04 AM  
To: Diane Law-Hsu  
Subject: RE: Entertainment Media Trust

Diane - I don't know the answer to your question below but I will find out and provide the applicable materials - where should they be sent? I'm away from my office in Massachusetts until 7/6/11 so it may take some time for me to get the material and forward it on. I just wanted to give you a heads up. Also, if it turns out to be Mr. Romanik's personal returns, do you mind if I redact his SS# from the documents for privacy reasons?

Anthony

Anthony T. Lepore, Esq., P.A.	
Florida Office:	DC Office:
P.O. Box 823662	4101 Albemarle Street NW, #324
South Florida, FL 33082-3662	Washington, DC 20016
954.433.2126 (Tel)	202.681.2201/202.470.0829 (Tel)

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email and delete the message.

--- On Tue, 6/21/11, Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)> wrote:

**REDACTED FOR PUBLIC INSPECTION**

From: Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)>  
Subject: RE: Entertainment Media Trust  
To: "Anthony Lepore" <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>  
Cc: "Sharon Webber" <[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)>  
Date: Tuesday, June 21, 2011, 9:52 AM

Anthony,

It's my understanding that trusts must file a Form 1041, U.S. Income Tax Return for Estates and Trusts, for each taxable year where the trust has \$600 in income. However, if the trust is classified as a grantor trust, it is not required to file a Form 1041, provided that the individual grantor reports all items of income and allowable expenses on his own Form 1040, U.S. Individual Income Tax Return.

Did Entertainment Media Trust earn more than \$600 in income? If so, please provide the tax returns for the trust for 2008-2010. If the trust is a grantor trust and did not file tax returns for those years because Mr. Romanik II reported all of the trust's income, please provide Mr. Romanik's returns for the relevant years.

Thanks,

Diane

-----Original Message-----

From: Anthony Lepore [mailto:[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)]  
Sent: Mon 6/20/2011 12:17 PM  
To: Diane Law-Hsu  
Cc: Sharon Webber  
Subject: Re: Entertainment Media Trust

Diane - thank you for your note regarding the foregoing item - I did make reference in the body of the Request the relationship between the entities. Like many broadcasters, the licensee entity is kept separate from the operating entity for liability purposes. In this case, if you look at the Form 323 on file, you will see that Stephen Romanik II is the sole beneficiary of Entertainment Media Trust (the license entity); if you look at the tax returns I sent you, specifically schedules K-1 on each, you will see that Stephen Romanik II is also the 100% shareholder of Insane Broadcasting Company, which is the operating entity. Entertainment Media Trust only holds the broadcast licenses. Stephen Romanik II is therefore the principal behind both entities. Please let me know if this answers your questions or feel free to call me to discuss what other material may be useful in helping you with this issue. I don't believe there is any further documentation between the two entities but I will inquire to my client and advise if there is.

Anthony

Anthony T. Lepore, Esq., P.A.	
Florida Office:	DC Office:
P.O. Box 823662	4101 Albemarle Street NW, #324
South Florida, FL 33082-3662	Washington, DC 20016
954.433.2126 (Tel)	202.681.2201/202.470.0829 (Tel)

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender by reply email and delete the message.

**REDACTED FOR PUBLIC INSPECTION**

--- On Mon, 6/20/11, Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)> wrote:

From: Diane Law-Hsu <[Diane.Law-Hsu@fcc.gov](mailto:Diane.Law-Hsu@fcc.gov)>  
Subject: Entertainment Media Trust  
To: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
Cc: "Sharon Webber" <[Sharon.Webber@fcc.gov](mailto:Sharon.Webber@fcc.gov)>  
Date: Monday, June 20, 2011, 10:19 AM

Mr. Lepore,

We received your response on behalf of Entertainment Media Trust to NAL 20113256003. In support of your request for reduction based on inability to pay, you submitted tax returns for Insane Broadcasting Company. However, there is no mention of Insane Broadcasting Company in EMT's ownership reports. Would you please explain more fully the relationship between Insane Broadcasting Company and EMT? Do you have any documentation of the relationship?

Thanks,

Diane Law-Hsu  
Regional Counsel, South Central Region  
Enforcement Bureau

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

In the Matter of	)	
	)	
	)	
Entertainment Media Trust, Dennis J. Watkins, Trustee	)	File Number EB-10-CG-0080
	)	
	)	NAL/Acct No. 201132320003
Licensee of AM Radio Stations WQQX, East St. Louis, IL (Facility ID#72815) and WQQW, Highland, IL (Facility ID#90598)	)	FRN 0014655476

***REQUEST FOR REDUCTION OF PROPOSED FORFEITURE***

Entertainment Media Trust, Dennis J. Watkins, Trustee, (“EMT”) hereby requests reduction of the above proposed forfeiture and as grounds therefore would state:

EMT admits to the facts as set forth in the Notice of Apparent Liability for Forfeiture as related by the Enforcement Bureau’s Chicago Field Office, but with respect to the public file violations, (as also discussed in the companion *Request for Reduction of Proposed Forfeiture* being filed simultaneously in File No: EB-10-KC-0020 for commonly owned KZQZ and KQQZ), the deficiencies in the WQQW and WQQX public files arose from the consolidation and re-organization of same arising from the recent acquisitions of WQQX on January 15<sup>th</sup>, 2010 and KQQZ on November 30<sup>th</sup>, 2009 and the attendant consolidation of business operations of all four (4) stations into one location resulting in the temporary mislocation of certain portions of public files.

Following the acquisitions of WQQX and KQQX by EMT within 60 days of each other in late 2009/early 2010, EMT began consolidation of office operations for those two facilities, along with WQQW and KZQZ at a single location. Both the WQQX and

KQQZ public files, as delivered from prior licensees, were in disarray and all of the 4 station files were initially maintained at separate locations. At the time of the FCC Chicago field office visit (in conjunction with the Kansas City field office), the consolidated location in Belleville, Illinois was under construction to facilitate the office operations of all four stations from that single location (and was readily evident and disclosed to the respective field agents from each office). Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on that date were unable to locate the relevant documents. Following the April 20<sup>th</sup>, 2010 inspection, EMT completed construction and all four (4) station public files were reestablished in one location, items that preceded EMT's acquisition of the particular stations were located and placed in the public file, and an experienced broadcaster was engaged by EMT to update and maintain the public files, and continues to do so through this date. Unlike the licensee in a recent similar matter (*Blue Skies Broadcasting Corp. DA 11-954, File No: EB-10-SD-0102*), who failed to correct the public file omissions even after field agent visits, resulting in an upward adjustment of the base forfeiture, EMT took immediate steps and hired staff dedicated expressly to maintenance of the four (4) public files.

EMT has no prior history of FCC rules violations (*See e.g., Communications Systems, Inc., Forfeiture Order, 25 FCC Rcd 12516 (MB 2010) (reducing forfeiture by 20 percent from \$1,500 to \$1,200 based on history of compliance); Wayne State College, Forfeiture Order, 24 FCC Rcd 2484 (2009) (reducing forfeiture by 20 percent from \$9,000 to \$7,200 based on history of compliance)*). Given the history of compliance, along with the nature, circumstances, extent and gravity of the violation, and the remedial

action taken, EMT requests that the Forfeiture amounts for WQQW and WQQX each be reduced at a minimum to the base forfeiture of \$10,000, consistent with prior Commission precedent, since EMT's violations, while admitted, were not more egregious than other intentional denials of access to public files (*see, e.g., Riverside Broadcasting, Inc. DA 00-2164, File No: EB-00-IH-0145, September 22, 2000*) and were rapidly corrected.

In additional to all of the foregoing reasons, EMT requests reduction of the overall forfeiture amounts for financial reasons. Attached to this Request are the past three (3) years US Federal Tax Returns Form 1120S for Insane Broadcasting Company (owned by EMT's beneficiary and the operating entity of the Stations), each of which evidence that EMT's operating company operated at a loss for the past three calendar years. Specifically the returns show, on line 21 of the 2010 return, that it had a net loss of \$6,025.00, on line 21 of the 2009 return, that it had a net loss of \$12,698.00 and on line 21 of the 2008 return, that it had a net loss of \$26,725.00. Payment of this forfeiture together with the companion forfeiture relating to KZQZ/KQQZ would impose a dire economic burden on EMT that it may not be able to recover from and would jeopardize the financial viability of the stations as a whole and ability of EMT to meet its obligations to employees and vendors.

### ***Conclusion***

For the reasons set forth herein, EMT requests that (1) the Forfeiture for the WQQW public file violation in the sum of \$12,000 be reduced at a minimum to the base forfeiture amount; and (2) the Forfeiture for the WQQX public file violation in the



amount of \$12,000.00 be reduced at a minimum to the base forfeiture amount, and (3) that the overall forfeiture amounts be reduced based on the financial circumstances as evidenced by the attached tax returns.

Respectfully Submitted,

---

Anthony T. Lepore, Esq.  
Counsel for EMT  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**DECLARATION OF STEPHEN ROMANIK II**

I am beneficiary of the Trust which is the Licensee in the above captioned matter. I declare, under penalty of perjury, that I have reviewed the foregoing Request for Reduction of Proposed Forfeiture and the facts stated in the foregoing are true and correct.

Dated: \_\_\_\_\_

Signed \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Request for Reduction of Proposed Forfeiture" was served this 13th day of June, 2011 by first class United States Mail, postage prepaid, upon the following:

Federal Communications Commission  
Enforcement Bureau  
Northeast Region – Chicago Office  
1550 North Northwest Highway, Room 306  
Park Ridge, IL 60068

And transmitted via email to: [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov)

---

Anthony T. Lepore, Esq.

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

In the Matter of	)	
	)	
	)	
Entertainment Media Trust, Dennis J. Watkins, Trustee	)	File Number EB-10-KC-0020
	)	
	)	NAL/Acct No. 201132560003
Licensee of AM Radio Stations KZQZ, St. Louis, MO (Facility ID#72391) and KQQZ, DeSoto, MO (Facility ID#5281)	)	FRN 0014655476

***REQUEST FOR REDUCTION OF PROPOSED FORFEITURE***

Entertainment Media Trust, Dennis J. Watkins, Trustee, (“EMT”) hereby requests reduction of the above proposed forfeiture and as grounds therefore would state:

EMT admits to the facts as set forth in the Notice of Apparent Liability for Forfeiture as related by the Enforcement Bureau’s Kansas City Field Office, but with respect to the public file violations, (as discussed in the companion *Request for Reduction of Proposed Forfeiture* being filed simultaneously in File No: EB-10-CG-0080 for commonly owned WQQX and WQQW), the deficiencies in the KZQZ and KQQZ public files arose from the consolidation and re-organization of same arising from the recent acquisitions of WQQX on January 15<sup>th</sup>, 2010 and KQQZ on November 30<sup>th</sup>, 2009 and the attendant consolidation of business operations of all four (4) stations into one location resulting in the temporary mislocation of certain portions of public files. At the time of the FCC Kansas City field office visit (in conjunction with the Chicago field office), the consolidated location in Belleville, Illinois was under construction to facilitate the office operations of all four stations from that single location (and was readily evident and

disclosed to the respective field agents from each office). Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on that date were unable to locate the relevant documents. Following the April 20<sup>th</sup>, 2010 inspection, EMT completed construction and all four (4) station public files were reestablished in one location, items that preceded EMT's acquisition of the particular stations were located and placed in the public file, and an experienced broadcaster was engaged by EMT to update and maintain the public files, and continues to do so through this date.

Additionally, EMT admits to the facts relating to KZQZ's equipment failure on April 20<sup>th</sup>, 2011 resulting in the failure to switch from daytime to nighttime pattern on that date but as set forth in the accompanying *Declaration*, the supervising engineer was out of town on April 20<sup>th</sup>, 2010 and the equipment responsible for automatically switching the signal went offline and could not be timely restored. As such, while the violation did occur, it was not a "willful" or "continuous" violation by EMT but was rather the result of equipment failure, which, as noted in the NAL was remedied by the time FCC agents re-took measurements on April 21<sup>st</sup>, 2010. Accordingly, EMT requests the \$7,000 forfeiture for this violation be reduced in accordance with the factors and guidelines set forth in §1.80(b) (4) of the FCC Rules.

EMT has no prior history of FCC rules violations (*See e.g., Communications Systems, Inc.*, Forfeiture Order, 25 FCC Rcd 12516 (MB 2010) (reducing forfeiture by 20 percent from \$1,500 to \$1,200 based on history of compliance); *Wayne State College*, Forfeiture Order, 24 FCC Rcd 2484 (2009) (reducing forfeiture by 20 percent from \$9,000 to \$7,200 based on history of compliance). Given the history of compliance,

along with the nature, circumstances, extent and gravity of the violations, and the remedial action taken, EMT requests that the Forfeiture for KZQZ be reduced at a minimum to the base forfeiture of \$10,000, consistent with prior Commission precedent, since EMT's violations, while admitted, were not more egregious than other intentional denials of access to public files (*see, e.g., Riverside Broadcasting, Inc. DA 00-2164, File No: EB-00-IH-0145, September 22, 2000*).

In additional to all of the foregoing reasons, EMT requests reduction of the overall forfeiture amounts for financial reasons. Attached to this Request are the past three (3) years US Federal Tax Returns Form 1120S for Insane Broadcasting Company (owned by EMT's beneficiary and the operating entity of the Stations), each of which evidence that EMT's operating company operated at a loss for the past three calendar years. Specifically the returns show, on line 21 of the 2010 return, that it had a net loss of \$6,025.00, on line 21 of the 2009 return, that it had a net loss of \$12,698.00 and on line 21 of the 2008 return, that it had a net loss of \$26,725.00. Payment of this forfeiture together with the companion forfeiture relating to WQQX/WQQW would impose a dire economic burden on EMT that it may not be able to recover from and would jeopardize the financial viability of the stations as a whole and ability of EMT to meet its obligations to employees and vendors.

### ***Conclusion***

For the reasons set forth herein, EMT requests that (1) the Forfeiture for the KZQZ equipment failure in the sum of \$7,000 be reduced; (2) the Forfeiture for KZQZ public file violations in the amount of \$12,000.00 in the above captioned matter be reduced at a minimum to the base forfeiture amount, and (3) that the overall forfeiture

amounts be reduced based on the financial circumstances as evidenced by the attached tax returns.

Respectfully Submitted

---

Anthony T. Lepore, Esq.  
Counsel for EMT  
P.O. Box 823662  
South Florida, FL 33082-3662  
954.433.2126 (Tel)  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**DECLARATION OF STEPHEN ROMANIK II**

I am beneficiary of the Trust which is the Licensee in the above captioned matter. I declare, under penalty of perjury, that I have reviewed the foregoing Request for Reduction of Proposed Forfeiture and the facts stated in the foregoing are true and correct.

Dated:\_\_\_\_\_

Signed\_\_\_\_\_



**DECLARATION OF MICHAEL PETZ**

I am the Station Engineer for KZQZ and make this declaration under penalty of perjury, that the facts stated below are true and correct:

1. I was absent from the area and traveling on April 20<sup>th</sup>, 2010 when FCC field agents from the Kansas City office took measurements of the KZQZ broadcast signal, as well as on April 21<sup>st</sup>, 2010 when the same agents visited the KZQZ studios.
2. During my absence, the computer equipment that operates the systems used to switch the KZQZ transmitter from daytime pattern to nighttime pattern failed. Although the transmitter may be switched manually, it was not discovered that the failure had occurred until early on April 21<sup>st</sup>, 2010.
3. The transmitter was manually switched on April 21<sup>st</sup>, 2010 and thereafter until I returned to KZQZ and was able to restore the equipment that had failed. Since that failure KZQZ has established procedures to monitor the automatic switching to verify it occurs as required and has established procedures for making required measurements relative to spurious and harmonic emissions as required by §73.1590(d).

Further Declarant sayeth not.

Dated:\_\_\_\_\_

Signed\_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Request for Reduction of Proposed Forfeiture" was served this 13th day of June, 2011 by first class United States Mail, postage prepaid, upon the following:

Federal Communications Commission  
Enforcement Bureau  
South Central Region – Kansas City Office  
520 N.E. Colburn Rd., 2<sup>nd</sup> Floor  
Lees Summit, MO 64086

And transmitted via email to: [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov)

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Anthony T. Lepore, Esq.

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

In the Matter of	)	
	)	
Entertainment Media Trust	)	EB-10-CG-0080
Dennis J. Watkins, Trustee	)	
	)	NAL/Acct. No. 201132320003
Licensee of Station WQQX	)	
East St. Louis, Illinois	)	FRN: 0014655476
Facility ID # 72815	)	
	)	
Licensee of Station WQQW	)	
Highland, Illinois	)	
Facility ID # 90598	)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

**Adopted:** May 18, 2011

**Released:** May 19, 2011

By the District Director, Chicago Office, Northeast Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Notice of Apparent Liability for Forfeiture (“NAL”), we find that Entertainment Media Trust, Dennis J. Watkins, Trustee, (“Entertainment Media Trust”), licensee of AM Stations WQQX, East St. Louis, Illinois and WQQW, Highland, Illinois, apparently willfully and repeatedly violated section 73.3526 of the Commission’s Rules (“Rules”)<sup>1</sup> by failing to maintain and make available local public inspection files for Stations WQQW and WQQX. We conclude that Entertainment Media Trust is apparently liable for a forfeiture in the amount of twenty-four thousand dollars (\$24,000).

**II. BACKGROUND**

2. On April 20, 2010, in response to a complaint regarding possible rule violations, an agent from the Enforcement Bureau’s Chicago Office conducted an inspection of co-located Stations WQQX and WQQW at the stations’ main studio in Belleville, Illinois. The agent conducted the inspection with the stations’ general manager and broadcast consultant. The agent found that neither station was maintaining a local public inspection file. When asked about the stations’ public inspection files, station personnel were only able to produce ownership reports from 2008.

**III. DISCUSSION**

3. Section 503(b) of the Communications Act of 1934, as amended (“Act”),<sup>2</sup> provides that any person who willfully or repeatedly fails to comply substantially with the terms and conditions of any license, or willfully or repeatedly fails to comply with any of the provisions of the Act or of any rule, regulation or order issued by the Commission thereunder, shall be liable for a forfeiture penalty. Section 312(f)(1) of the Act defines willful as the “conscious and deliberate commission or omission of [any] act, irrespective of any

<sup>1</sup> 47 C.F.R. § 73.3526(e)(12).

<sup>2</sup> 47 U.S.C. § 503(b).

intent to violate” the law.<sup>3</sup> The legislative history to section 312(f)(1) of the Act clarifies that this definition of willful applies to both section 312 and 503(b) of the Act<sup>4</sup> and the Commission has so interpreted the term in the section 503(b) context.<sup>5</sup> The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.<sup>6</sup> The term “repeated” means the commission or omission of such act more than once or for more than one day.<sup>7</sup>

4. Section 73.3526(a)(2) of the Rules states that “[e]very permittee or licensee of an AM, FM, TV or a Class A TV station in the commercial broadcast services shall maintain a public inspection file containing the material” set forth in this section.<sup>8</sup> The public inspection file must be maintained at the main studio of the station,<sup>9</sup> and must be available for public inspection at any time during regular business hours.<sup>10</sup> During regular business hours on April 21, 2010, an agent inspected Stations WQQX and WQQW and found that neither station was maintaining a public inspection file, and, accordingly, could not make such file available for inspection. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully violated section 73.3526 of the Rules by failing to make available public inspection files for Stations WQQX and WQQW and willfully and repeatedly violated section 73.3526 of the Rules by failing to maintain complete public inspection files for those stations.

5. Pursuant to the Commission’s *Forfeiture Policy Statement* and section 1.80 of the Rules, the base forfeiture amount for each violation of the public file rules is \$10,000.<sup>11</sup> In assessing the monetary forfeiture amount, we must also take into account the statutory factors set forth in section 503(b)(2)(E) of the Act, which include the nature, circumstances, extent, and gravity of the violations, and with respect to the violator, the degree of culpability, and history of prior offenses, ability to pay, and other such matters as justice may require.<sup>12</sup> Applying the *Forfeiture Policy Statement*, section 1.80 of the Rules, and the statutory factors to the instant case, we conclude that Entertainment Media Trust is apparently liable for a forfeiture in

<sup>3</sup> 47 U.S.C. § 312(f)(1).

<sup>4</sup> H.R. Rep. No. 97-765, 97<sup>th</sup> Cong. 2d Sess. 51 (1982) (“This provision [inserted in section 312] defines the terms ‘willful’ and ‘repeated’ for purposes of section 312, and for any other relevant section of the act (e.g., section 503). . . . As defined . . . ‘willful’ means that the licensee knew that he was doing the act in question, regardless of whether there was an intent to violate the law. ‘Repeated’ means more than once, or where the act is continuous, for more than one day. Whether an act is considered to be ‘continuous’ would depend upon the circumstances in each case. The definitions are intended primarily to clarify the language in sections 312 and 503, and are consistent with the Commission’s application of those terms . . .”).

<sup>5</sup> See, e.g., *Application for Review of Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991) (“*Southern California Broadcasting Co.*”), recon. denied, 7 FCC Rcd 3454 (1992).

<sup>6</sup> See, e.g., *Callais Cablevision, Inc.*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362 ¶ 10 (2001) (“*Callais Cablevision, Inc.*”) (proposing a forfeiture for, *inter alia*, a cable television operator’s repeated signal leakage).

<sup>7</sup> Section 312(f)(2) of the Act, 47 U.S.C. § 312(f)(2), which also applies to violations for which forfeitures are assessed under section 503(b) of the Act, provides that “[t]he term ‘repeated’, when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day.”

<sup>8</sup> 47 C.F.R. § 73.3526(a)(2).

<sup>9</sup> 47 C.F.R. § 73.3526(b).

<sup>10</sup> 47 C.F.R. § 73.3526(c).

<sup>11</sup> *The Commission’s Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997) (“*Forfeiture Policy Statement*”), recon. denied, 15 FCC Rcd 303 (1999); 47 C.F.R. § 1.80.

<sup>12</sup> 47 U.S.C. § 503(b)(2)(E).

the amount of \$24,000 (\$12,000 for Station WQQX and \$12,000 for WQQW). Our decision to upwardly adjust the base forfeiture amount by \$2,000 for each station is influenced by our finding in another enforcement action issued today involving an inspection of two other stations owned by Entertainment Media Trust on the same day as the inspection here.<sup>13</sup> That inspection found additional public inspection file violations at both stations, raising concerns that Entertainment Media Trust may have a systematic compliance issue with the Commission's public inspection file rules. We strongly encourage Entertainment Media Trust to review those rules closely and ensure that all of its facilities are in compliance.

#### IV. ORDERING CLAUSES

6. Accordingly, **IT IS ORDERED** that, pursuant to section 503(b) of the Communications Act of 1934, as amended, and sections 0.111, 0.311, 0.314 and 1.80 of the Commission's Rules, Entertainment Media Trust, Dennis J. Watkins, Trustee, is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR A FORFEITURE** in the amount of twenty-four thousand dollars (\$24,000) for violations of section 73.3526 of the Rules.<sup>14</sup>

7. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's Rules within thirty days of the release date of this Notice of Apparent Liability for Forfeiture, Entertainment Media Trust, Dennis J. Watkins, Trustee, **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

8. Payment of the forfeiture must be made by credit card, check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer — Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>8</sup> If you have questions, please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). If payment is made, Entertainment Media Trust shall send electronic notification on the date said payment is made to [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov).

9. The written statement seeking reduction or cancellation of the proposed forfeiture, if any, must include a detailed factual statement supported by appropriate documentation and affidavits pursuant to sections 1.80(f)(3) and 1.16 of the Rules. The written statement, if any, must be mailed to Federal Communications Commission, Enforcement Bureau, Northeast Region, Chicago Office, 1550 North Northwest Highway, Room 306, Park Ridge, Illinois 60068 and must include the NAL/Acct. No. referenced in the caption. The statement should also be emailed to [NER-Response@fcc.gov](mailto:NER-Response@fcc.gov).

10. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices ("GAAP"); or (3)

<sup>13</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability, DA 11- 900 (Enf. Bur. rel. May 19, 2011).

<sup>14</sup> 47 U.S.C. § 503(b), 47 C.F.R. §§ 0.111, 0.311, 0.314, 1.80, 73.3526.

<sup>8</sup> See 47 C.F.R. § 1.1914.

some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

11. **IT IS FURTHER ORDERED** that a copy of this Notice of Apparent Liability for Forfeiture shall be sent by both Certified Mail, Return Receipt Requested, and regular mail, to Entertainment Media Trust, Dennis J. Watkins, Trustee, at 6500 W. Main Street, Suite 315, Belleville, IL 62223.

FEDERAL COMMUNICATIONS COMMISSION

James M. Roop  
District Director  
Chicago Office  
Northeast Region  
Enforcement Bureau

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

In the Matter of	)	
	)	
Entertainment Media Trust, Dennis J. Watkins,	)	File No.: EB-10-KC-0020
Trustee	)	
Licensee of Station KZQZ	)	
St. Louis, MO	)	NAL/Acct. No.: 201132560003
Facility ID # 72391	)	
	)	
Licensee of Station KQQZ	)	FRN: 0014655476
DeSoto, MO	)	
Facility ID # 5281	)	

**NOTICE OF APPARENT LIABILITY FOR FORFEITURE**

Adopted: May 19, 2011

Released: May 19, 2011

By the District Director, Kansas City Office, South Central Region, Enforcement Bureau:

**I. INTRODUCTION**

1. In this Notice of Apparent Liability for Forfeiture (“NAL”), we find that Entertainment Media Trust, Dennis J. Watkins, Trustee (“Entertainment Media Trust” or “the Licensee”), licensee of AM Station KZQZ, in St. Louis, MO and AM Station KQQZ, in DeSoto, MO, apparently willfully violated section 73.1350 of the Commission’s Rules (“Rules”)<sup>1</sup> by failing to operate Station KZQZ in accordance with the terms of its station authorization. We also find that the Licensee apparently willfully and repeatedly violated sections 73.1590 and 73.3526 of the Rules<sup>2</sup> by failing to conduct required annual equipment performance measurements for Station KZQZ and failing to maintain and make available complete public inspection files for Stations KZQZ and KQQZ. We conclude that Entertainment Media Trust is apparently liable for a forfeiture in the amount of twenty-five thousand dollars (\$25,000).

**II. BACKGROUND**

2. On April 20, 2010, in response to a complaint, an agent from the Enforcement Bureau’s Kansas City Office (“Kansas City Office”) took measurements from a location approximately one kilometer west of the KZQZ transmitter site and observed no change in the field strength of the station’s transmissions after 6:30 p.m. CDT.<sup>3</sup> According to the KZQZ station authorization, the station must switch from daytime to nighttime directional patterns at 6:30 p.m. CDT during the entire month of April.<sup>4</sup>

<sup>1</sup> 47 C.F.R. § 73.1350.

<sup>2</sup> 47 C.F.R. §§ 73.1590, 73.3526.

<sup>3</sup> The agent took measurements at 6:07 p.m. CDT and at 8:05 p.m. CDT.

<sup>4</sup> License File Number: BZ-19990924ABK.

3. On April 21, 2010, an agent from the Kansas City Office conducted an inspection of the main studio of co-located Stations KZQZ and KQQZ. The agent requested to inspect both of the stations' public inspection files during normal business hours. The public inspection file for Station KZQZ was missing eight issues/programs lists, *i.e.*, all issues/programs lists for the period after the licensee acquired the station in March 2008. The public inspection file for Station KQQZ was missing two issues/programs lists, *i.e.*, both issues/programs lists for the period after the licensee acquired the station in November 2009. Station personnel also stated that Station KZQZ had received comments from the public on the station's webpage, but none of these comments was included in the public inspection file.

4. An agent from the Kansas City Office also conducted field intensity measurements of the Station KZQZ signal on April 21, 2010, after the station had switched manually to a nighttime directional pattern. Measurements taken at the same location as on April 20, 2010 found the field intensity to be one-tenth of the value measured the previous evening. According to station management, no remote monitoring equipment was installed or used at Station KZQZ, and no operator had made observations of the transmitting system to determine if the directional pattern was correct for the pertinent time of day. Station management also stated that the licensee had not established any monitoring procedures or schedules for the station and had not maintained any station logs, other than those pertaining to the Emergency Alert System.

5. On April 27, 2010, the Kansas City Office issued a Letter of Inquiry ("*LOI*")<sup>5</sup> to the licensee requesting copies of the last set of equipment performance measurements for Station KZQZ made to demonstrate the station's compliance with spurious and harmonic emissions requirements in accordance with section 73.1590(d) of the Rules.<sup>6</sup> In its response to the *LOI*, dated May 6, 2010, Entertainment Media Trust stated that "arrangements [for the measurements] were in process but never coordinated because of time restraints on both sides" and that "this will be corrected as soon as possible."<sup>7</sup>

### III. DISCUSSION

6. Section 503(b) of the Act<sup>8</sup> provides that any person who willfully or repeatedly fails to comply substantially with the terms and conditions of any license, or willfully or repeatedly fails to comply with any of the provisions of the Act or of any rule, regulation or order issued by the Commission thereunder, shall be liable for a forfeiture penalty. Section 312(f)(1) of the Act defines willful as the "conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate" the law.<sup>9</sup> The legislative history to section 312(f)(1) of the Act clarifies that this definition of willful applies to both section 312 and 503(b) of the Act<sup>10</sup> and the Commission has so interpreted the term in the section

<sup>5</sup> Letter from Robert McKinney, District Director, Kansas City Office, South Central Region, Enforcement Bureau to Dennis Watkins, Trustee, Entertainment Media Trust (April 27, 2010).

<sup>6</sup> 47 C.F.R. § 73.1590(d).

<sup>7</sup> Letter from Dennis Watkins, Trustee, Entertainment Media Trust to Robert McKinney, District Director, Kansas City Office, South Central Region, Enforcement Bureau (May 6, 2010).

<sup>8</sup> 47 U.S.C. § 503(b).

<sup>9</sup> 47 U.S.C. § 312(f)(1).

<sup>10</sup> H.R. Rep. No. 97-765, 97<sup>th</sup> Cong. 2d Sess. 51 (1982) ("This provision [inserted in section 312] defines the terms 'willful' and 'repeated' for purposes of section 312, and for any other relevant section of the act (e.g., section 503).... As defined ... 'willful' means that the licensee knew that he was doing the act in question, regardless of whether there was an intent to violate the law. 'Repeated' means more than once, or where the act is continuous, for more than one day. Whether an act is considered to be 'continuous' would depend upon the circumstances in each case. The definitions are intended primarily to clarify the language in sections 312 and 503, and are consistent with the Commission's application of those terms ...").



503(b) context.<sup>11</sup> The Commission may also assess a forfeiture for violations that are merely repeated, and not willful.<sup>12</sup> The term “repeated” means the commission or omission of such act more than once or for more than one day.<sup>13</sup>

7. Section 73.1350 of the Rules states that “[e]ach licensee is responsible for maintaining and operating its broadcast station in a manner which complies with the technical rules set forth elsewhere in this part and in accordance with the terms of the station authorization.”<sup>14</sup> Section 73.62(b) of the Rules states that “[i]n the event of a failure of system components, improper pattern switching or any other event that results in operation substantially at variance from the radiation pattern specified in the instrument of authorization for the pertinent time of day, operation must be terminated within three minutes unless power can be reduced sufficiently to eliminate any excessive radiation.”<sup>15</sup>

8. The station authorization for Station KZQZ requires it to switch from daytime to nighttime directional patterns at 6:30 p.m. CDT during the entire month of April. On April 20, 2010, an agent from the Kansas City Office observed no change in the field strength of station KZQZ’s transmissions before and after 6:30 p.m. CDT. On April 21, 2010, the same agent took field strength measurements from the same location as the previous day, when Station KZQZ was confirmed to be operating with a nighttime directional pattern. The field strength measurement when the station was operating with a nighttime directional pattern was one-tenth the amount measured on April 20, 2010. Accordingly, we find that on April 20, 2010, Station KZQZ was operating with a daytime directional pattern after 6:30 p.m. CDT. The Licensee had no station personnel monitoring the station’s transmitter, no remote control equipment installed, and no automated monitoring equipment to determine if the station was operating outside authorized parameters for the pertinent time of day. In addition, the Licensee had not established monitoring procedures or schedules for the station to ensure compliance with the Rules and the station authorization. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully violated sections 73.1350 of the Rules by failing to operate Station KZQZ consistent with the terms of its station authorization by its operation with an incorrect directional pattern.

9. Section 73.1590(a)(6) of the Rules states, in relevant part, that “the licensee of each AM... station... must make equipment performance measurements for each main transmitter ... annually, ... with not more than 14 months between measurements....”<sup>16</sup> Sections 73.1590(b) and (d) of the Rules further require that measurements “for spurious and harmonic emissions must be made to show compliance with the transmission system requirements of § 73.44 for AM stations” and that such measurements “together with a description of the equipment and procedure used in making the measurements, signed and dated by qualified person(s) making the measurements, must be kept on file at the transmitter or remote control point for a period of 2 years, and on request must be made available during that time to duly authorized representatives of the FCC.”<sup>17</sup>

<sup>11</sup> See, e.g., *Application for Review of Southern California Broadcasting Co.*, Memorandum Opinion and Order, 6 FCC Rcd 4387, 4388 (1991), *recon. denied*, 7 FCC Rcd 3454 (1992) (“*Southern California Broadcasting Co.*”).

<sup>12</sup> See, e.g., *Callais Cablevision, Inc.*, Notice of Apparent Liability for Monetary Forfeiture, 16 FCC Rcd 1359, 1362 ¶ 10 (2001) (“*Callais Cablevision, Inc.*”) (proposing a forfeiture for, *inter alia*, a cable television operator’s repeated signal leakage).

<sup>13</sup> Section 312(f)(2) of the Act, 47 U.S.C. § 312(f)(2), which also applies to violations for which forfeitures are assessed under section 503(b) of the Act, provides that “[t]he term ‘repeated’, when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day.”

<sup>14</sup> 47 C.F.R. § 73.1350.

<sup>15</sup> 47 C.F.R. § 73.62(b).

<sup>16</sup> 47 C.F.R. § 73.1590(a)(6).

<sup>17</sup> 47 C.F.R. § 73.1590(b), (d).

10. During the April 21, 2010 inspection, station management could not provide the results of the latest equipment performance measurements pertaining to spurious and harmonic emissions on Station KZQZ. In response to the *LOI*, the Licensee stated that it did not conduct these annual equipment performance measurements. The Licensee acquired Station KZQZ in March 2008, and should have conducted these measurements in both 2008 and 2009. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully and repeatedly violated section 73.1590 of the Rules by failing to conduct required equipment performance measurements for Station KZQZ in 2008 and 2009.

11. Section 73.3526 of the Rules states that “[e]very permittee or licensee of an AM, FM, TV or a Class A station in the commercial broadcast services shall maintain a public inspection file containing the material” set forth in that section.<sup>18</sup> Section 73.3526(e)(9) of the Rules states that “[a]ll written comments and suggestions received from the public regarding operation of the station . . . shall be retained for a period of three years from the date on which they are received by the licensee.”<sup>19</sup> Section 73.3526(e)(12) of the Rules states that commercial AM and FM broadcast stations must retain in the file “every three months a list of programs that have provided the station’s most significant treatment of community issues during the preceding three month period. [ . . . ] The lists described in this paragraph shall be retained in the public inspection file until final action has been taken on the station’s next license renewal application.”<sup>20</sup> The public inspection file must be maintained at the main studio of the station,<sup>21</sup> and must be available for public inspection at any time during regular business hours.<sup>22</sup>

12. On April 21, 2010, in response to a Kansas City Office agent’s request during normal business hours to view the stations’ public inspection files, Stations KQQZ and KZQZ were unable to make available complete public inspection files. As discussed above, Station KQQZ’s public inspection file was missing issues/programs lists for two quarters and Station KZQZ’s public inspection file was missing issues/programs lists for eight quarters. There was no evidence that Entertainment Media Trust had ever maintained any issues/programs lists since it acquired the two stations. Station KZQZ’s public inspection file was also missing comments received from the public via the station’s webpage. Based on the evidence before us, we find that Entertainment Media Trust apparently willfully violated section 73.3526 of the Rules by failing to make available complete public inspection files for Stations KQQZ and KZQZ and apparently willfully and repeatedly violated section 73.3526 of the Rules by failing to maintain complete public inspection files for those stations.

13. Pursuant to the *Forfeiture Policy Statement*, and section 1.80 of the Rules, the base forfeiture amount for operation with an improper radiation pattern for the pertinent time of day is \$7,000, for failure to make required measurements is \$2,000, and for violations of the public file rules is \$10,000.<sup>23</sup> In assessing the monetary forfeiture amount, we must also take into account the statutory factors set forth in section 503(b)(2)(E) of the Act, which include the nature, circumstances, extent, and gravity of the violations, and with respect to the violator, the degree of culpability, and history of prior offenses, ability to pay, and other such matters as justice may require.<sup>24</sup>

<sup>18</sup> 47 C.F.R. § 73.3526(a)(2).

<sup>19</sup> 47 C.F.R. § 73.3526(e)(9).

<sup>20</sup> 47 C.F.R. § 73.3526(e)(12).

<sup>21</sup> 47 C.F.R. § 73.3526(b).

<sup>22</sup> 47 C.F.R. § 73.3526(c).

<sup>23</sup> *The Commission’s Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997) (“*Forfeiture Policy Statement*”), recon. denied, 15 FCC Rcd 303 (1999); 47 C.F.R. § 1.80.

<sup>24</sup> 47 U.S.C. § 503(b)(2)(E).

14. Applying the *Forfeiture Policy Statement*, section 1.80 of the Rules, and the statutory factors to the instant case, we conclude that Entertainment Media Trust is apparently liable for a total forfeiture of \$25,000, consisting of the following: \$7,000 for Station KZQZ's failure to operate consistent with the terms of its station authorization; \$2,000 for Station KZQZ's failure to make required measurements in 2008; \$2,000 for Station KZQZ's failure to make required measurements in 2009; \$12,000 for Station KZQZ's incomplete public inspection file, and \$2,000 for Station KQQZ's incomplete public inspection file. The last two proposed forfeiture amounts are particularly influenced by our finding in another enforcement action issued today involving an inspection of two other stations owned by the Licensee on the same day as the inspection here.<sup>25</sup> That inspection found additional public inspection file violations at both stations, raising concerns that the Licensee may have a systematic compliance issue with the Commission's public inspection file rules. We strongly encourage the Licensee to review those rules closely and ensure that all of its facilities are in compliance.

#### IV. ORDERING CLAUSES

15. Accordingly, **IT IS ORDERED** that, pursuant to section 503(b) of the Communications Act of 1934, as amended, and sections 0.111, 0.204, 0.311, 0.314 and 1.80 of the Commission's Rules, Entertainment Media Trust, Dennis J. Watkins, Trustee is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR A FORFEITURE** in the amount of twenty-five thousand dollars (\$25,000) for violations of sections 73.1350, 73.1590 and 73.3526 of the Rules.<sup>26</sup>

16. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's Rules within thirty days of the release date of this Notice of Apparent Liability for Forfeiture, Entertainment Media Trust, Dennis J. Watkins, Trustee **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

17. Payment of the forfeiture must be made by credit card, check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554.<sup>8</sup> If you have questions regarding payment procedures, please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). If payment is made, Entertainment Media Trust will send electronic notification on the date said payment is made to [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov).

18. The written statement seeking reduction or cancellation of the proposed forfeiture, if any, must include a detailed factual statement supported by appropriate documentation and affidavits pursuant to sections 1.80(f)(3) and 1.16 of the Rules. Mail the written statement to Federal Communications Commission, Enforcement Bureau, South Central Region, Kansas City Office, 520 N.E. Colbern Rd., 2<sup>nd</sup>

<sup>25</sup> *Entertainment Media Trust, Dennis J. Watkins, Trustee*, Notice of Apparent Liability, DA 11-902 (Enf. Bur. rel. May 19, 2011).

<sup>26</sup> 47 U.S.C. § 503(b); 47 C.F.R. §§ 0.111, 0.204, 0.311, 0.314, 1.80, 73.1350, 73.1590, 73.3526.

<sup>8</sup> See 47 C.F.R. § 1.1914.

Floor, Lees Summit, Missouri, 64086, along with the NAL/Acct. No. referenced in the caption. Also, email the response to [SCR-Response@fcc.gov](mailto:SCR-Response@fcc.gov).

19. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices ("GAAP"); or (3) some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

20. **IT IS FURTHER ORDERED** that a copy of this Notice of Apparent Liability for Forfeiture shall be sent by both Certified Mail, Return Receipt Requested, and regular mail, to Entertainment Media Trust, Dennis J. Watkins, Trustee, 6500 W. Main Street, Suite 315, Belleville, IL 62223.

FEDERAL COMMUNICATIONS COMMISSION

Robert C. McKinney  
District Directory  
Kansas City Office  
South Central Region  
Enforcement Bureau



July 5, 2012

Dear Mr. Ramage,

After talking to you by telephone on Monday, July 2, 2012, I followed your instructions immediately and started repairs because of the vandalism on the fences and locks at the KQQZ 1190 AM transmitter.

You further requested the date when the vandalism and trash drop off was observed. On the approximately June 21, 2012, the latest vandalism was discovered.

After discovering the vandalism, I then notified the handyman we use to fix anything of a construction nature.

He was on vacation, out of town from June 17, 2012 until July 9, 2012. Not knowing much about construction or repairs and because of the very extreme heat in our area, I advised him to complete the repairs at the 1190 AM transmitter site as soon as possible upon returning from vacation, but again, after being notified by you about the urgency of getting these repairs completed, I and my son secured the materials necessary for the repairs and immediately started fixing the necessary repairs at the 1190 AM transmitter site.

We certainly learned a little bit about construction real fast but the 105 degree temperature was just about too much to bear.

As you can see by the enclosed photographs, we replaced all the destroyed wood fencing and replaced the damaged and stolen locks, some we actually double locked, for additional security.

I actually think there may have been an attempt to steal the generator but as you can see by the enclosed photograph, it is very big and heavy.

As can be seen by your visit to our Broadcast Studio, we always attempt to keep everything in good shape, nice and proper working order, which we do have complete control of this environment, unlike the Transmitter site, which there, we are at the mercy of others.

We also put up no trespassing signs and replaced all the frequency-warning signs that were either pulled down or stolen. Hopefully this may help to curtail any future vandalism (see enclosed photographs).

We didn't call the police because there were never any thefts, just minor vandalism, as you can see in the enclosed photographs and I believe we have a \$1,000 deductible on our insurance policy.

Also, being an ex-police officer, I know that there really nothing that can be done for minor vandalism situations when insurance is not involved.

If you would like though, the next time there is any vandalism at the 1190 AM Transmitter site, I will request some sort of report be made, assuming they will make a report on minor vandalism.

As I know that you, upon visiting the 1190 AM Transmitter site, can see, sets well of the main road in our area that is not visible either to the general public or the motoring public, which lends for convenient theft or vandalism.

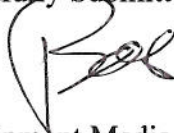
**REDACTED FOR PUBLIC INSPECTION**

Also enclosed is a diagram of the Transmitter site and I numbered each site to make it easier for you to understand the enclosed photographs.

If anything is needed, please don't hesitate to contact us.

Again, thank you very much for your guidance and consideration.

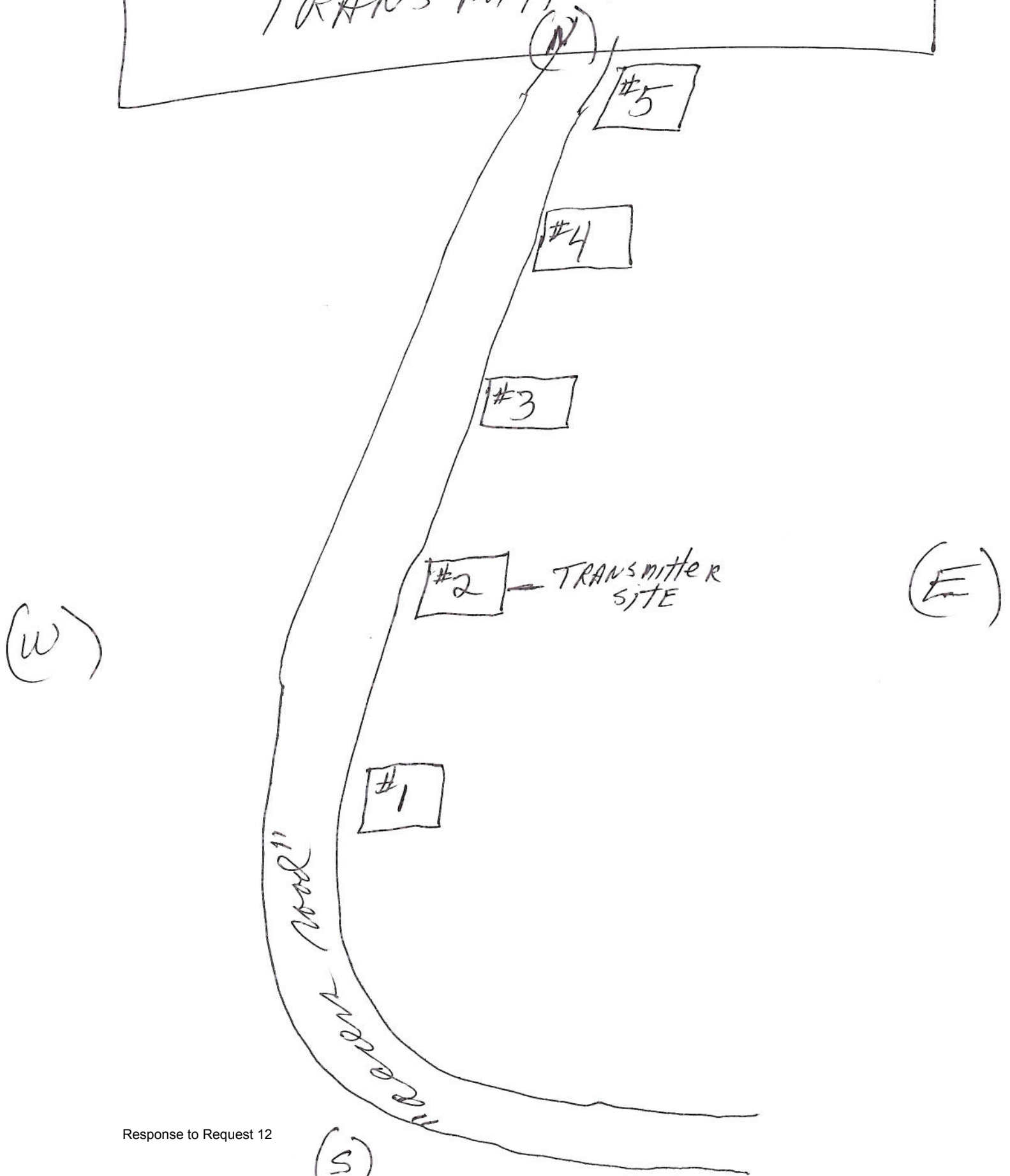
Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'R. El' or similar, written over a large, stylized letter 'R'.

Entertainment Media Trust

P.S.: Also enclosed is the engineering study you requested.

KQQ 2 1190AM  
TRANSMITTER SITE





**Plateau Management Company, Inc.**

Technical Consultants to the Telecommunications Industry

10614 Rockley Road Houston, Texas 77099

Tel (281) 575-1270 Fax (281) 879 - 9944 Cell: (281) 468-8667

e-mail: plateau@oplink.net

July 2, 2012

Dennis J. Watkins, Trustee  
Entertainment Media Trust  
Radio Station KQQZ  
6500 West Main St,  
STE 315  
Belleville, IL 62223

Re: Discrepancy in geographic co-ordinates for KQQZ transmitter site

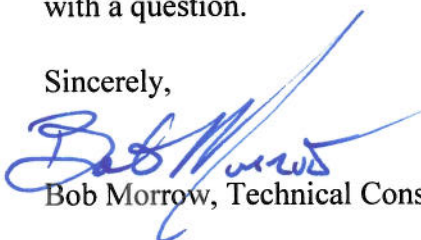
Mr. Watkins,

I understand there is some confusion regarding the listed geographic "Center of Array" co-ordinates for KQQZ's transmitter site. I am attaching a number of items which attest to what happened; however, in a nutshell, while preparing the application to add the night tower and operation to KQQZ back in 2010, our office discovered the licensed co-ordinates for KQQZ at the FCC were in fact, incorrect and that the five tower daytime array was constructed where it had been depicted on previous exhibits but that the listed co-ordinates for that site as listed, were incorrect. This is not an uncommon event. Many licensed AM and even FM transmitter sites that appear on the FCC's data bases are incorrect by in some cases, up to a mile or more. In the case of KQQZ, the actual licensed co-ordinates were 2,719 feet (857 meters) southeast of where the site actually exists. That an error of a bit more than a half mile and certainly needed to be corrected which we did as part of our application to add the 650 watt nighttime pattern and change the Community of Licensed to Fairview Heights, IL (BP-20100215AAY). The correction was routinely granted as part of the Construction Permit ("CP") which was granted on October 28, 2010..

I am attaching a copy of the CP in which the corrected co-ordinates were granted along with exhibits from the actual application including the engineering statement in which the change in co-ordinates was requested, the aerial view of the site in which the corrected co-ordinates were shown and a copy of a portion of a USGS topographic map upon which both the corrected and incorrect co-ordinates were indicated.

I trust these documents will explain any questions which remain regarding the matter. If not, please contact me and we will do whatever is necessary to make the situation plain to anyone with a question.

Sincerely,



Bob Morrow, Technical Consultant





United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**AM BROADCAST STATION CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, Son Nguyen  
6500 WEST MAIN STREET  
SUITE 315  
BELLEVILLE IL 62223

Supervisory Engineer  
Audio Division  
Media Bureau

Facility Id: 5281

Call Sign: KQQZ

Permit File Number: BP-20100216AAY

Grant Date: October 28, 2010

This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Permit to correct coordinates, change night pattern, and change city of  
license.

Subject to the provisions of the Communications Act of 1934, as amended,  
subsequent acts and treaties, and all regulations heretofore or hereafter  
made by this Commission, and further subject to the conditions set forth  
in this permit, the permittee is hereby authorized to construct the radio  
transmitting apparatus herein described. Installation and adjustment of  
equipment not specifically set forth herein shall be in accordance with  
representations contained in the permittee's application for construction  
permit except for such modifications as are presently permitted, without  
application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a  
bearing on this construction permit. See Report & Order, Streamlining of  
Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para.  
77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998).  
Pursuant to these rules, this construction permit will be subject to  
automatic forfeiture unless construction is complete and an application  
for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections  
73.1610 and 73.1620 of the Commission's Rules.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:  
Local Standard Time (Non-Advanced)

Jan.	7:15 AM	5:00 PM	Jul.	4:45 AM	7:30 PM
Feb.	6:45 AM	5:30 PM	Aug.	5:15 AM	7:00 PM
Mar.	6:15 AM	6:00 PM	Sep.	5:45 AM	6:15 PM
Apr.	5:30 AM	6:30 PM	Oct.	6:15 AM	5:30 PM
May	4:45 AM	7:00 PM	Nov.	6:45 AM	4:45 PM
Jun.	4:30 AM	7:30 PM	Dec.	7:15 AM	4:45 PM

REDACTED FOR PUBLIC INSPECTION

Callsign: KQQZ

Permit No.: BP-20100216AAY

Name of Permittee: ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE

Station Location: FAIRVIEW HEIGHTS, IL

Frequency (kHz): 1190

Station Class: B

Antenna Coordinates:

Day

Latitude: N 38 Deg 42 Min 43 Sec

Longitude: W 90 Deg 03 Min 38 Sec

Night

Latitude: N 38 Deg 42 Min 43 Sec

Longitude: W 90 Deg 03 Min 38 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 10.0 Night: 0.65

Antenna Mode: Day: DA Night: DA

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Antenna Registration Number(s):

Day:

Tower No.	ASRN	
1	None	60.4
2	None	60.4
3	None	60.4
4	None	60.4
5	None	60.4

Night:

Tower No.	ASRN	
1	None	60.4
2	None	60.4

**REDACTED FOR PUBLIC INSPECTION**

Callsign: KQQZ

Permit No.: BP-20100216AAY

**DESCRIPTION OF DIRECTIONAL ANTENNA SYSTEM**

Theoretical RMS (mV/m/km): Day: 1080.8 Night: 228.7

Standard RMS (mV/m/km): Night: 240.3

Augmented RMS (mV/m/km): Day: 1292.77

Q Factor: Day: Night:

**Theoretical Parameters:**

**Day Directional Antenna:**

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	1.0000	248.000	0.0000	0.000	0	84.9
2	2.9950	32.400	90.0000	35.000	0	84.9
3	4.0530	180.000	180.0000	35.000	0	84.9
4	2.9950	327.600	270.0000	35.000	0	84.9
5	1.0000	112.000	360.0000	35.000	0	84.9

**\* Tower Reference Switch**

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

**Augmentation Parameters:**

Aug No.	Central Azimuth (Deg. T)	Span (Deg.)	Radiation at Central Azimuth (mV/m @ 1 km)
1	16.0	32.0	114.10
2	54.0	64.0	81.00
3	86.0	48.0	83.65
4	110.0	48.0	132.40
5	143.5	35.0	314.90
6	215.0	80.0	3257.00
7	286.5	60.0	487.40
8	320.0	32.0	120.50
9	344.0	20.0	113.17

**Theoretical Parameters:**

**Night Directional Antenna:**

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	1.0000	0.000	0.0000	0.000	0	84.9
2	1.0000	15.000	207.2000	247.600	0	84.9

**\* Tower Reference Switch**

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

Inverse Distance Field Strength:

The inverse distance field strength at a distance of one kilometer from the above antenna in the directions specified shall not exceed the following values:

Night:

Azimuth:	Radiation:	
48	10.53	mV/m
87.5	10.53	mV/m
210.5	10.53	mV/m
285	10.61	mV/m

Special operating conditions or restrictions:

- 1 The permittee must submit a proof of performance as set forth in either Section 73.151(a) or 73.151(c) of the rules before program tests are authorized.  
A proof of performance based on field strength measurements, per Section 73.151(a), shall include a complete nondirectional proof of performance, in addition to a complete proof on the (night) directional antenna system. The nondirectional and directional field strength measurements must be made under similar environmental conditions. The proof(s) of performance submitted to the Commission must contain all of the data specified in Section 73.186 of the rules.  
Permittees who elect to submit a moment method proof of performance, as set forth in Section 73.151(c), must use series-fed radiators. In addition, the sampling system must be constructed as described in Section 73.151(c) (2) (i).
- 2 Permittee shall install a type accepted transmitter, or submit application (FCC Form 301) along with data prescribed in Section 73.1660(b) should non-type accepted transmitter be proposed.
- 3 A license application (FCC Form 302) to cover this construction permit must be filed with the Commission pursuant to Section 73.3536 of the Rules before the permit expires.
- 4 Licensee shall be responsible for satisfying all reasonable complaints of blanketing interference within the 1 V/m contour as required by Section 73.88 of the Commission's rules.



**REDACTED FOR PUBLIC INSPECTION**

Callsign: KQQZ

Permit No.: BP-20100216AAY

Special operating conditions or restrictions:

- 5 Ground system consists of 120 equally spaced, buried, copper radials, each 63 meters in length except where intersecting radials are shortened and bonded to a transverse copper strap midway between adjacent towers, plus a copper ground screen 7.3 meters square, about the base of each tower.

\*\*\* END OF AUTHORIZATION \*\*\*

AMENDED ENGINEERING STATEMENT

Entertainment Media Trust, Licensee  
KQQZ (AM) 1190 kHz, DeSoto, MO  
Has: 10 kW, DA-D, Seeks: 10 kW, DA-D  
0.65 kW, DA-N, U, DA-2  
Change Community of License  
(BP-20100219AAY)  
April, 2010

General Statement

This amended engineering statement was prepared on behalf of Entertainment Media Trust ("EMT"), licensee of AM station KQQZ ("KQQZ") (FCC ID: 5281) at DeSoto, Missouri. In addition to addressing its originally filed proposal as herein amended, EMT addresses the informal objection filed by Disney Radio Group LLC ("Disney") (Action ID: 33119) originally filed 4/8/2010 and amended 4/15/2010. As amended, the overlap concerns presented by are corrected.

KQQZ was previously granted a construction permit ("CP") under file number: BMJP-20051031AEJ to change city of license and add night service at University City, Missouri. Under a separate paper filing, EMT has surrendered that CP and along with it, the authority to change community of license to University City, Missouri. With this filing, EMT seeks the following:

1. To correct the geographic co-ordinates for the center of the array of the KQQZ Daytime array at Granite City, Illinois. It was discovered during preparation of the instant application that the co-ordinates listed on the KQQZ license are inaccurate and are corrected with this filing;
2. To change the community of license ("COL") for KQQZ from DeSoto, Missouri to Fairview Heights, Illinois. A complete Section 307(b) per the Tuck decision is included with this filing;
3. To reclassify KQQZ from Class D to Class B by adding night service of 650 watts utilizing a directional antenna system to be co-located with the KQQZ daytime directional antenna system.

Page 2 Engineering Statement (amended)

### Correction of Daytime Co-ordinates

As part of its determination of the co-ordinates for the center of the proposed nighttime array, it was discovered that the licensed daytime array center of the array co-ordinates are incorrect. The corrected geographic coordinates were determined using Google Earth, USGS 7.5 minute series maps and on site GPS readings. The correct geographic co-ordinates for the center of the array (which is the location of Tower # 3 in the Daytime array) are:

N 38° – 42' – 43"

W 90° – 03' – 38"

These coordinates are 0.818 km (0.508 mi) from the licensed center of the array on a bearing of 309.96° from the licensed co-ordinates. The distance between the two sets of co-ordinates are minimal and have virtually no impact on the coverage of the Daytime pattern, they are corrected with this filing (See: Form 301, Section III, 4(b) for corrected co-ordinates).

In addition, with the instant amendment, the center of the night array is moved sufficiently to make the Daytime co-ordinates essentially the same as the proposed Nighttime array and are therefore, utilized in determining contours for both Day and Night patterns.

### Change Community of License

EMT proposes with this filing to change the COL of KQQZ to Fairview Heights, Illinois as that community's first aural service. If granted, the city of DeSoto, Missouri will continue to be served by one Class A commercial FM station, KDJR (FCC ID: 5279), 100.1 MHz. A complete Section 307(b) exhibit is presented with this filing (See: Section III, Question 12, Exhibit: 20).

### Change Classification of KQQZ from Class D to Class B

EMT proposes to reclassify KQQZ from a Class D operation with minimal night operation of 22 watts to a Class B operation by adding a directional antenna system with different constants from the Daytime authorization with a nominal 650 watts of power at night. EMT proposes to install a two tower array utilizing Tower # 4 in the Daytime KQQZ array as Tower # 1 at night and adding an additional tower on a bearing of 243.0° T from the proposed Night Tower # 1 at a distance of 204.3° (470.0 feet/143.3 m) from Nighttime Tower #1. The proposed KQQZ night operation complies with the requirements of 47 C.F.R.

Page: 3

Engineering Statement (amended)

Section 73.182 Appropriate technical exhibits and allocation study documents are included in Section III for form 302 under Question 10(b), Exhibit: 17.

The NIF of the proposed KQQZ night operation was determined to be the 3.7 mV/m contour. Both the 3.7 mV/m contour and the 5.0 mV/m contour of the proposed night operation provide more than 100% of the proposed COL with groundwave coverage.

Respectfully submitted,



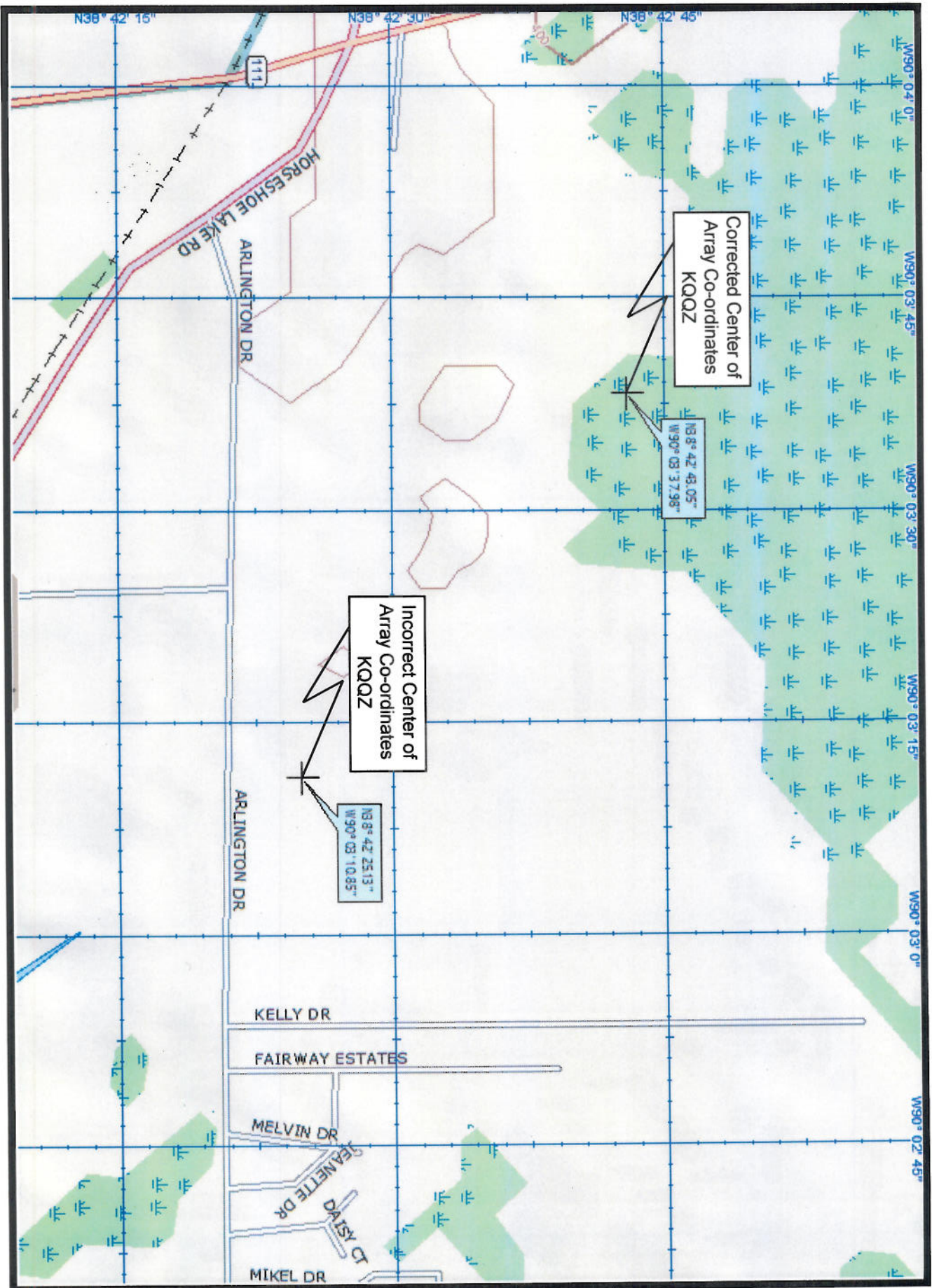
Bob Morrow  
Technical Consultant

P.O. Box 2397  
Stafford, Texas 77477

281-645-6317 Office  
281-879-9944 Fax  
[bobmorrow@oplink.net](mailto:bobmorrow@oplink.net)

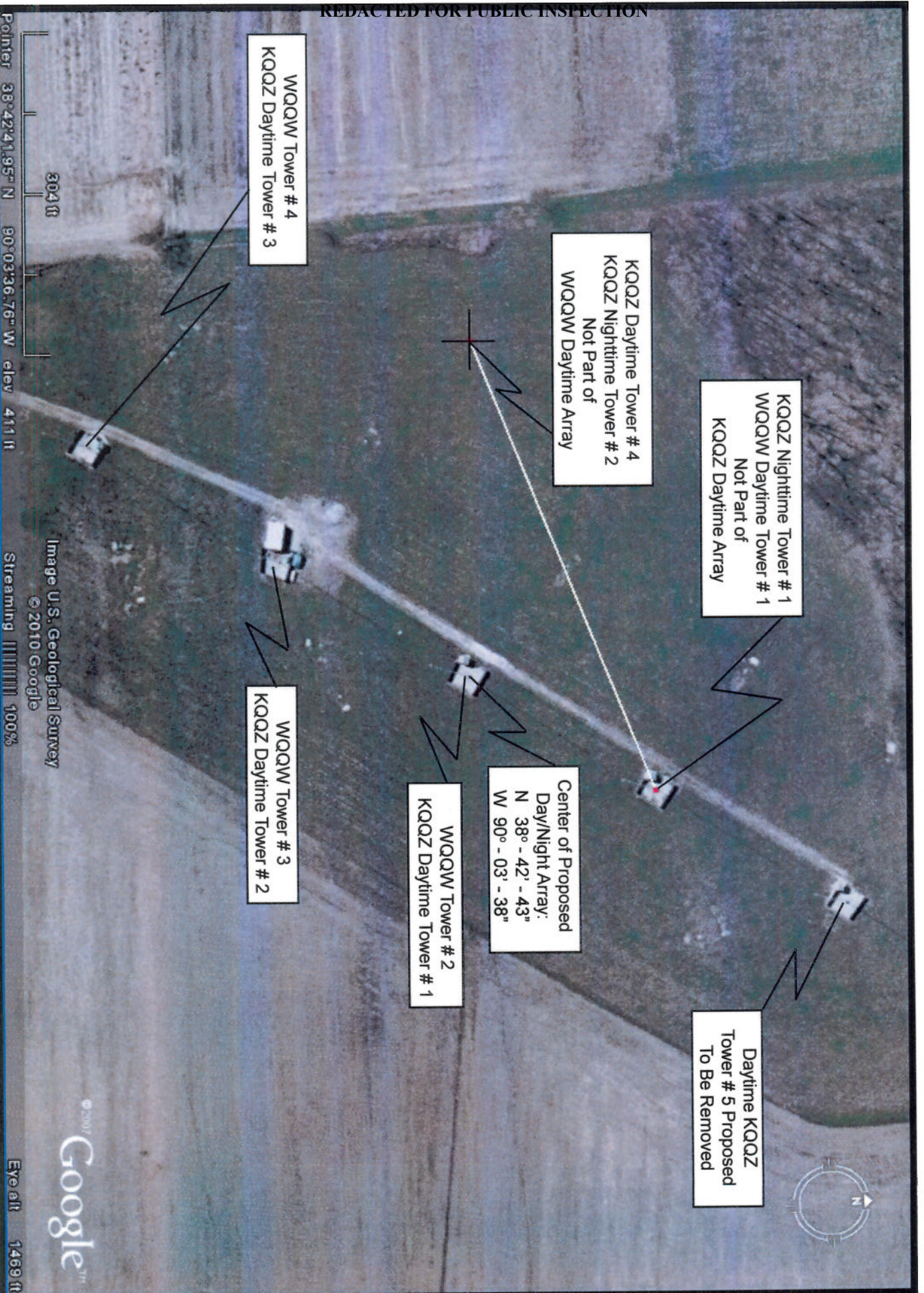


Corrected Co-ordinates Exhibit For KQAZ (AM)  
1190 KHz, Proposed: 10.0 kW-D, 0.65 kW-N, U, DA-2  
Fairview Heights, Illinois





# Aerial Photograph of Currently Licensed KQQZ Daytime Array, Proposed KQQZ Daytime Array and Proposed KQQZ Night Array and Proposed WQQW Daytime Array



(Amended 6/2011)

*Put in Public File*



**FEDERAL COMMUNICATIONS COMMISSION**

**Enforcement Bureau  
Kansas City Office  
520 NE Colbern Rd., 2<sup>nd</sup> Floor  
Lees Summit, Missouri 64086**

July 5, 2012

Dennis Watkins  
Trustee  
Entertainment Media Trust  
6500 W. Main St., Suite 315  
Belleville, IL 62223

**Re: File No. EB-FIELDSCR-12-00003064**

Dear Mr. Watkins:

The purpose of this letter is to inquire about Station KQQZ's tower fencing and transmitter location.

On June 26, 2012, an agent from the Commission's Kansas City Office of the Enforcement Bureau conducted an inspection of the transmitter site for Station KQQZ, licensed to DeSoto, MO. The agent found three of the five antenna structures to have fences with broken gates and one with no lock on the gate. All three allowed unobstructed access to the bases of the towers. In addition, it was noted that the station was operating at the latitude-longitude coordinates contained in the station's construction permit, not the coordinates specified in the current station license.

Pursuant to Section 4(i), 4(j), and 403 of the Communications Act of 1934, as amended,<sup>1</sup> and Section 1.17 of the Commission's rules (Rules),<sup>2</sup> please provide, via mail, the following information to the Commission Office listed in the letterhead above:

1. 47 C.F.R. § 73.49: *"Antenna towers having radio frequency potential at the base (series fed, folded unipole, and insulated base antennas) must be enclosed within effective locked fences or other enclosures. Ready access must be provided to each antenna tower base for meter reading and maintenance purposes at all times. However, individual tower fences need not be installed if the towers are contained within a protective property fence."*

At the time of inspection on June 26, 2012, the KQQZ antenna site consisted of five towers, each with an individual fence around the tower base. This antenna site did not have a perimeter fence. Of the five individual fences, two of the fences were in acceptable condition. Three, however, had broken or missing boards around the gate area that allowed unobstructed access to the tower base. While two of those three had locks on the gates, the gates themselves were broken, which made those locks ineffective at preventing access. The third of the three had no lock that was observed and the gate was broken. On July 2, 2012, an agent from the Kansas City Office spoke to Station KQQZ consultant, Bob Romanic, who stated he was aware of the condition of the fencing and claimed the condition was due to recent vandalism.

<sup>1</sup> 47 U.S.C. §§ 154(i), 154(j), 403.

<sup>2</sup> 47 C.F.R. § 1.17.



As part of the response to this letter the licensee shall provide:

- A. Copies of any police reports filed as a result of this alleged vandalism.
- B. The date(s) when the licensee first observed the condition of the fencing.
- C. The steps taken to repair the fencing and prevent unobstructed access to the tower bases including the current status of the fencing.
- D. If repairs have been completed, then provide dated photographs documenting this.
- E. Any other comments the licensee would like to submit with regard to the tower fencing at this station.

2. *Terms of the KQQZ station authorization: The station is currently authorized under license file number BL-20040727AGL and Facility ID 5281, to operate on 1190 kHz from latitude of N 38-42-25 and longitude of W090-03-10 for both their day and night operations. The licensee holds a construction permit, file number BMP-20101207ABF, with same Facility ID of 5281. That permit allows construction of station at latitude of N38-42-43 and longitude of W090-03-38.*

At the time of inspection on June 26, 2012, the station was operating from the coordinates shown on the construction permit. No station exists at the licensed coordinates. The two sets of coordinates are approximately .55 miles apart. Therefore as part of the response to this letter the licensee shall provide:

- A. The steps the licensee is taking to immediately notify the FCC, Media Bureau of the actual coordinates and to obtain Special Temporary Authority (STA) or other authority allowing operation from the current location.
- B. Since the licensee has filed for a construction permit at the actual coordinates, then at some point the licensee knew of this change in coordinates. Provide statements indicating when the licensee first became aware of this change in coordinates and the steps taken, if any, to correct the coordinates shown on the station license prior to June 26, 2012.
- C. Provide the date the licensee first applied for the construction permit for the coordinates of N38-42-43, W090-03-38.
- D. Provide any other statements the licensee would like to submit concerning the location of the station antennas.

Submit a sworn affidavit or declaration under penalty of perjury attesting to the truth and accuracy of the response. The Commission's staff will use all relevant material before it, including your response, to determine what, if any, enforcement action is required to ensure your compliance with the Rules.

Any false statement made knowingly and willfully in reply to this inquiry is punishable by fine or imprisonment under Title 18 of the U.S. Code.<sup>3</sup>

Submit the response to the FCC at the address in the letterhead within fourteen (14) days from the date of this letter and please reference the above-captioned file number. Please contact me at (816) 316-1248 if you have any questions

Sincerely,



Ronald D. Ramage  
District Director, Kansas City Office  
South Central Region  
Enforcement Bureau

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<sup>3</sup> 18 U.S.C. §§ 1001 *et seq.*

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

PLEASE STAMP  
AND RETURN  
THIS COPY TO  
PETER H. DOYLE & HILDRETH

In re Petition to Deny the Applications of )  
)  
ENTERTAINMENT MEDIA TRUST, )  
DENNIS J. WATKINS, TRUSTEE )  
)  
WQQX (AM), East St. Louis, Illinois (Facility ID 72815) )  
)  
WQQW (AM), Highland, Illinois (Facility ID 90598) )  
)  
KZQZ (AM), St. Louis, Missouri (Facility ID 72391) )  
)  
KQQZ (AM), DeSoto, Missouri (Facility ID 5281) )  
)  
for Renewal of License )

File No. BR-20120709ACP

File No. BR-20120709ACO

File No. BR-20120921AAW

File No. BR-20120921ABA

TO: Marlene H. Dortch, Secretary  
For transmission to Peter H. Doyle, Chief, Audio Division, Media Bureau

RECEIVED - FCC

DEC 21 2012

Federal Communications Commission  
Bureau / Office

OPPOSITION TO PETITION TO DENY

1. Entertainment Media Trust, Dennis J. Watkins, Trustee ("EMT" or "Licensee"), hereby opposes the Petition to Deny filed by Mark A. Kern on November 1, 2012 (the "Petition") against the above-referenced Applications for Renewal of License (the "Applications").<sup>1</sup> As demonstrated herein, the Petition is without merit and fails to meet its evidentiary burden. The Petition therefore must be denied and dismissed.

DISCUSSION

2. Introduction: EMT is a valid trust and a legally-qualified radio broadcast licensee. Its qualifications to hold FCC broadcast licenses have been passed up by the Commission on four separate occasions over a four year period, once for each acquisition of AM broadcast stations

<sup>1</sup> This opposition is timely filed pursuant to a Motion for Extension of Time filed with the Secretary's Office by EMT on November 29, 2012 requesting an extension of time to December 21, 2012 of the time in which to respond to the Petition to Deny. Petitioner's attorney indicated Petitioner's consent to this extension request.

WQQX, WQQW, KZQZ, and KQQZ (the “Stations”).<sup>2</sup> In each instance, the application for consent to the assignment of license put forward the qualifications of EMT for Commission scrutiny as well as public scrutiny (by way of official FCC public notice as well as local newspaper and broadcast notices, as required by the Commission’s Rules); not one of the four separate assignment applications was challenged by a member of the public, nor did the Commission find any reason to deny consent to the assignment of any of the licenses to EMT.

3. The Petitioner is an aggrieved party with a personal vendetta against Robert Romanik for his exercise of free speech in a daily political radio talk show produced by and aired on WQQX (simulcast on KQQZ). Petitioner has presented to the Commission a stack of “evidence”, the vast majority of which amounts to nothing more than a character assassination on a person who is not even an EMT employee, much less a secret controlling influence on the Stations. What Petitioner does not have, however, is a legal foundation for denial of license renewal. As was true in each of the FCC’s previous analyses of EMT’s qualifications, there is not now any fact that would support denial of continued authority for EMT to hold the licenses for the Stations. There is, moreover, no basis for denial of the renewal of license term of each station, nor is there any any basis for invocation of a revocation hearing.

4. Lack of Candor, Validity of Trust Document and Alleged Misrepresentation Thereof:

Petitioner charges that the trust document establishing EMT is invalid under Illinois state law. Petitioner also claims that Licensee misled the Commission by failing to provide a complete copy of the trust instrument and by failing to identify the grantor of the trust. Petitioner further alleges that Licensee lacked candor and was motivated to conceal the identity of the grantor to circumvent the Commission’s character qualification policies for broadcast licensees. Nothing could be further from the truth.

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<sup>2</sup> See File nos. BAL-20060202ABY (WQQW), BAL-20071221AAT (KZQZ), BAL-20090925ABD (KQQZ), and BAL-20091103ABM (WQQX).

5. As demonstrated in the enclosed Non-Judicial Settlement Agreement (Exhibit A) (the “Settlement”), the trust was established on or about January 1, 2006. The Grantor of the trust is Robert S. Romanik. The Trustee is Dennis J. Watkins. The sole Beneficiary of the trust is Stephen Romanik II. The purpose is for the property of the trust to benefit Stephen Romanik II. While the Settlement was created to clarify and confirm the original formation of the trust and the parties thereto in light of the Petitioner’s inquiries, Licensee and the parties thereto maintain that the trust is a valid instrument from formation in January 2006 through the present. Illinois law permits the restatement of a trust via non-judicial settlement for limited purposes, including interpretation and construction of terms and administrative powers. 760 ILCS 5/1, § 16.1(d). Thus, the trust has now been restated pursuant to the Settlement (the “Restated Trust”). See Restated Trust at Exhibit B.

6. As specified in the Restated Trust, the the trust is the legal owner of real property assets located in Bond, St. Clair, and Madison counties, in the state of Illinois. These assets were purchased with the trust principal. Among the matters of ongoing asset administration managed by the Trustee is the payment of real estate tax payments on those properties, a sampling of documentation of which may be found at Exhibit C hereto, and the routine filing of reports and fees with the FCC as required.

7. Each of the sellers of the broadcast assets of the four Stations, including the established and well-respected major broadcaster Bonneville, was satisfied of the validity of the trust as buyer and its qualifications to be an FCC licensee – a seller not sufficiently satisfied would not have been motivated to close. The Commission staff had four separate opportunities to review the trust document and the representations made by the Trustee in connection with application for FCC consent to the assignment of license. The Audio Division staff on two of these occasions did seek, and was provided by EMT, additional information toward evaluating the qualifications of the trust.<sup>3</sup>

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<sup>3</sup> See Petition at ¶ 5 and Ex. 3 (referring to the amendment to BAL-20091103ABM, filed by EMT in response to a staff request); see also BAL-20090925ABD.

8. In evaluation of the application for assignment of KQQZ, the Audio Division staff informally requested EMT's FCC counsel submit a copy of the trust instrument. No further inquiries were made by the staff, and the assignment was granted. Likewise, an amendment to the WQQX assignment application was filed to provide requested confirmation that the trust is irrevocable and that the trustee may not be removed by the beneficiary; this application was also granted. The Commission staff did not ask about the identity of the grantor or the powers of the grantor in either instance. Had such request been made, EMT certainly would have provided that information, as it and its counsel are aware that a grantor may be considered attributable in certain circumstances.<sup>4</sup> It is clear the Commission did not have concerns about the involvement of the trust's grantor, nor did it have any reason to hold such a concern per the Trustee's certifications on the assignment applications, which were and remain accurate and correct. The Restated Trust now makes crystal clear that the Grantor has no such power.

9. The facts are simple: the trust has an operating, valid Illinois trust since 2006. It was formed by Bob Romanik as an irrevocable vehicle for the benefit his son, Stephen Romanik II. Bob Romanik retains no control or oversight of the trust or the trust assets. As such, Bob Romanik's prior convictions and personal business dealings are irrelevant to this inquiry. The Trust over time has acquired assets, including the FCC licenses of broadcast radio station, and had administered those trust assets in the manner appropriate under Illinois law. The trust instrument was supplied to the Commission on multiple occasions, and clarification of the instrument has been provided to the FCC staff when requested. There was never any intent to mislead or otherwise conceal the identity of the Grantor or to in any way deceive the Commission with regard to the trust parties or the purposes of the trust. The Petitioner has failed to meet his burden of proof and this allegation must be dismissed.

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<sup>4</sup> See Multiple Ownership Rules, 97 FCC 2d 997, ¶ 55 (1984); see also 47 CFR § 73.3555, n.2(d).



10. Alleged Unauthorized Transfer of Control and Real-Party-in-Interest: Petitioner's allegations of an unauthorized transfer of control and an undisclosed real-party-in-interest are based entirely on conjecture and surmise, not fact, and are therefore wholly inadequate to raise a substantial and material question that grant of the Applications would be *prima facie* inconsistent with the Communications Act. Nevertheless, Licensee offers the following facts in rebuttal:

11. Stephen Romanik II, the sole trust Beneficiary, is a part-time law enforcement officer. He also owns and operates a private investigation service. In addition to these endeavors, Stephen Romanik has a love of the broadcast business. Beneficiary and Trustee determined that, subject to FCC approval, Trust assets would be utilized to acquire radio station assets and licenses as appropriate and available, and the Trust would become the station licensee.<sup>5</sup> Trustee and Beneficiary also agreed that Beneficiary would create a separate company to operate and manage the stations. Insane Broadcasting Company was incorporated in Illinois in 2006. See Exhibit D.

12. Insane Broadcasting Company ("IBC") is wholly-owned by Stephen Romanik II. It is engaged in the daily operation of the Stations and production of much of the Stations' programming. Two full-time staff members are employed by IBC: General Manager & Program Director Terry Fox; and Assistant General Manager & Program Director Ray Brammer (a/k/a Ray Diamond). Mr. Fox conducts or oversees all technical and programming operations for the Stations, in addition to being on-air talent. Mr. Brammer is the board operator and assists with program production, and is responsible for the Stations' public inspection files; Mr. Brammer is also an on-air talent for the Stations. Both individuals are on site at the consolidated main studio a minimum of 40 hours per week. Two part-time employees round out the station employment unit: Business Manager Katrina ("Tina") Sanders, and Program Assistant TJ Stratton. Mr. Brammer and Mr.

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<sup>5</sup> Because of his other occupations, Beneficiary endeavors to keep his personal name and address out of the public record as much possible unless required by state or federal law. Of course, Stephen Romanik II is willing to provide his information in this response and in any other way required by the FCC.

Stratton report to Mr. Fox, who in turn reports to Beneficiary. Ms. Sanders, who handles payroll, accounting, and administrative support, and is also on-air talent, reports directly to Beneficiary, as well. Mr. Stratton is a full-time student who works most Saturdays and provides fill-in support on occasional weekdays. Beneficiary, the President of IBC, oversees the overall operations of the Stations. Trustee and Beneficiary work together to ensure FCC compliance and the maintenance of programming and operational standards, as well as to manage the finances of the Stations.

13. While there is no formal agreement between the Licensee and IBC, the relationship of IBC to the Stations has been disclosed to the Commission in correspondence with the Enforcement Bureau regarding Notices of Apparent Liability (see discussion below), and the Stations' letterhead and websites have always denoted IBC as the operator. Moreover, because the sole beneficiary of the Licensee trust and the 100% owner of the radio operating company are one and the same, there is no concern raised regarding attribution or Beneficiary as a real-party-in-interest.

14. Petitioner spends an inordinate amount of ink denigrating the character of Robert S. "Bob" Romanik, father of Stephen Romanik II, Grantor, and radio personality known as "The Grim Reaper of Radio," cloaking this personal attack in an unfounded claim that Bob Romanik is a secret real-party-in-interest and the true owner and controller of the Stations. As is made clear by Petitioner, there is no love lost between Mark Kern and Bob Romanik. However, bad blood is not a legal justification for the Commission to deny a license renewal application.<sup>6</sup>

15. Bob Romanik, as the Grim Reaper of Radio, is the host of a daily (Monday-Friday) one-hour talk radio program produced live in the Stations' studio and aired on WQQX (simulcast on

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<sup>6</sup> Moreover, much of the "evidence" presented against Mr. Romanik is from newspaper articles, which the Commission has repeatedly found are akin to hearsay. *See, e.g., Letter to Richard F. Swift, Esq. in re KXLG(FM), Millbank, SD*, 26 FCC Rcd 15567, 15570(2011). The FCC also declines to take official notice of legal arguments and assertions in other unrelated proceedings. *Western Communications, Inc.*, 59 FCC 2d 1441, 1455 (1976).

KQQZ).<sup>7</sup> He is not employed by IBC or the Licensee, nor is he compensated for his show. To be frank, Bob Romanik simply is an out-sized personality and a natural promoter who enjoys having a radio show and supporting, in that small way, his son's business. His show, in fact, is very popular and has a loyal audience who call in regularly, and Bob relishes the spotlight he is able to shine on his son's business. But, contrary to the assertions made by the Petitioner, being an enthusiastic radio show host is not equivalent to exerting operational, financial, and programming control.

16. Bob is typically at the studio each weekday for his show and for some time before and after, as would be expected. On occasion, Bob will run an errand on his son's behalf, stopping by the studio at other times of the day or on weekends. Bob certainly is not around the studio enough to have any sort of operational oversight, and the extent of his control over programming is the "control" over the content of his own one-hour program each day. Of course, Trustee and Stephen Romanik II maintain and do exercise as necessary ultimate editorial control over the content of Bob's program, as they do with all of the programming aired on the Stations. Bob also does not have any say in personnel decisions at the Stations. The station employment unit is a small outfit and the employees have been with the Stations for years. If there were an occasion for a personnel decision such as hiring or firing, Stephen Romanik II would be the person to make that ultimate decision and to carry it out. However, it is surely reasonable for the General Manager or Assistant General Manager to respond to inquiries about positions, as Assistant General Manager Ray Brammer did when Mr. Helmick visited the studio on July 12, 2012. It was also reasonable for the Mr. Brammer to have suspicions about Mr. Helmick's intentions, and to have mentioned it to Stephen (who was also present that day) and to Bob, who had just arrived to prepare for his show.

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<sup>7</sup> Licensee reserves the right but declines at this time to rebut the Petitioner's outrageous attacks on the content the content of Bob Romanik's show. As the Petition rightly notes, the speech aired over the Stations is protected under the First Amendment and Licensee has broad discretion. Because Petitioner has declined to present sufficient evidence to overcome the heavy burden placed on petitioners who change licensee abuse of discretion, the references to Station content offensive to Petitioner have no relevance to the issues raised in the Petition and must be dismissed by the Commission.

Contrary to Mr. Helmick's version of events, however, it is Mr. Brammer's recollection that Mr. Helmick asked for a phone number for the *station*; he did not specifically request the name and number of the individual to call about a job. As such, Mr. Brammer handed Mr. Helmick a business card from among a number of cards on the desk (including cards for each on-air personality, as well as for Stephen Romanik II). As the Commission can see, the card received by Mr. Helmick does, in fact, have the contact information for the stations on it, which is what Mr. Helmick requested.

17. Petitioner further attempts to make hay out the fact that Bob is addressed on a handful of emails from FCC counsel. The General Manager and Assistant General Manager, Mr. Fox and Mr. Brammer, respectively, are extremely hard-working and talented young men, but there are only two of them and only so many hours in a day when it comes to handling all of the aspects of running four radio stations. Stephen Romanik II enjoys a close relationship with his father and sees him on a near daily basis. The fact is that Bob is semi-retired and therefore always available to address an issue. Because Stephen can rely on his father's availability when he, Stephen, is not available due to his other commitments, or when the two full-time staff members are fully occupied, Stephen at times will ask Bob to handle matters relating to the Stations on his behalf – especially matters relating to FCC compliance, which are treated with priority. As such, there have been occasions on which Bob, at Stephen's behest, has reached out or has been the point of contact on a matter. As can be inferred from the fact that not *every* communication nor even a majority of communication or documents in the public inspection files is from or to Bob Romanik, these are occasional instances and not the daily operation of the Licensee or IBC. A handful of documents in public inspections files spanning several *years* of documentation are hardly *prima facie* evidence of the exertion of ultimate control. Petitioner's specious accusations that Bob Romanik is the real-party-in-interest and exerts unauthorized control over the Stations simply are not supported by the facts, and must be dismissed.

18. Alleged Pattern of Abuse: Petitioner also fails to present substantive evidence of violations sufficient to demonstrate a pattern of abuse. Licensee acknowledges that that Notices of Apparent Liability for Forfeiture (“NAL”) were issued by the Enforcement Bureau for the Stations in May 2011. Licensee timely responded to each NAL.<sup>8</sup> Similarly, Licensee acknowledges that an Enforcement Bureau letter inquiring about Station KQQZ’s tower fencing and transmitter location was received in July 2012. Licensee timely responded to the inquiry and has remained contact with the Kansas City field office as it has taken appropriate measures to address the matters raised in the letter. As of the date hereof, the Commission has not adjudicated these matters. The allegations in the NALs, therefore, remain *allegations* and may not be held against the Licensee in assessment of license renewal. Likewise, unless and until the letter of inquiry rises to the level of a violation, the inquiry may not be held against the Licensee. Besides, application of this standard as a basis for denial of renewals is absurd – given that the volume of letters of inquiry, notices of violation, NALs, and Forfeiture Orders issued by the Enforcement Bureau in any given year, dozens, if not *hundreds* of licenses should be immediately denied renewal or revoked.

19. Petitioner also alleges that Licensee failed to file 2011 biennial ownership reports for the Stations. While Licensee understands the source of Petitioner’s misinformation on this matter, the claim is simply untrue. Licensee timely filed 2011 biennial ownership reports for each of the Stations.<sup>9</sup> For some unknown reason, the filed reports did not appear in CDBS. FCC counsel for the Licensee requested correction, which occurred this week. Licensee also notes that copies of these reports were in the Stations’ public inspections files when Mr. Helmick reviewed the file in July

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<sup>8</sup> Included in each NAL response was a request for reduction of proposed forfeiture which discussed IBC’s operation of the station and therefore its income was presented to the Commission. As these responses include proprietary financial information that would be detrimental to the Stations’ business if made public, Licensee does not include copies here but will do so upon Commission request (redacted copies will also be made available to Petitioner upon request).

<sup>9</sup> See File Nos. BOA-20111101AAB; BOA-20111101AAC; BOA-20111101AAD; and BOA-20111101AAE.

2012 (and remain there), yet he conveniently fails to mention this fact. In sum, the claim that Licensee made false statements in the Applications with regard to the biennial ownership report filings is itself patently false.

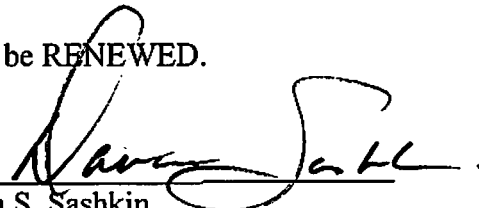
20. Petitioner further claims that certain emails planted by the Petitioner were not present in the station public file when reviewed by Mr. Helmick on July 12, 2012. Mr. Brammer, who personally prints all such letters and emails from the public and places in the public file, disputes this allegation. It is his belief that the emails in question were in fact in the file and simply overlooked by Mr. Helmick. Even, *assuming arguendo*, the emails were not in the file on that date, one would be hard-pressed to find three emails not placed in the file within mere days of their sent date indicative of a pattern of abuse.

### CONCLUSION

21. Section 309(k) of the Communications Act of 1934, as amended, directs the Commission to grant a license renewal application if it finds that, in the preceding license term, (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse. Because the evidence supplied by the Petitioner in support of its allegations against EMT has been shown to be unsubstantiated or otherwise specious, Petitioner has failed to meet the burden required under Section 309(e). Renewal of license is therefore directed pursuant to Section 309(k). In light of the facts presented herein, the Petition must be DENIED and DISMISSED, and the above-captioned Applications must be RENEWED.

FLETCHER, HEALD & HILDRETH, PLC  
1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor  
Arlington, VA 22209-3801  
Tel. 703- 812-0400

December 21, 2012

  
\_\_\_\_\_  
Davina S. Sashkin  
Francisco R. Montero

*Counsel for Entertainment Media Trust,  
Dennis Watkins, Trustee*

**DECLARATION OF DENNIS J. WATKINS**

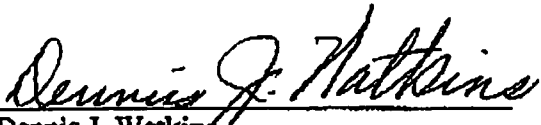
I, Dennis J. Watkins, do hereby declare under penalty of perjury, that:

1. I am the duly appointed trustee of the Entertainment Media Trust and, in that capacity, I am the Federal Communications Commission licensee of AM radio broadcast stations: KQQZ, University City, MO (Facility ID 5281); KZQZ, St. Louis, MO (Facility ID 72391); WQQW, Highland, IL (Facility ID 90598); WQQW, East St. Louis, IL (Facility ID 90598).

2. I have reviewed the enclosed Opposition to Petition to Deny.

3. The facts and representations stated in the Opposition are true and accurate to the best of my knowledge and belief.

Executed on this 21<sup>st</sup> day of December, 2012.

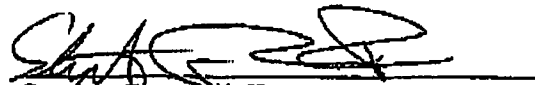
  
Dennis J. Watkins

**DECLARATION OF STEPHEN ROMANIK II**

I, Stephen Romanik II, do hereby declare under penalty of perjury, that:

1. I am the beneficiary of the Entertainment Media Trust.
2. I am president and sole stockholder of Insane Broadcasting Company, which operates the radio broadcast station assets under the direction of the trustee of the Entertainment Media Trust, Dennis J. Watkins.
3. I have reviewed the enclosed Opposition to Petition to Deny.
4. The facts and representations stated in the Opposition are true and accurate to the best of my knowledge and belief.

Executed on this 21<sup>st</sup> day of December, 2012.

  
Stephen Romanik II



**DECLARATION OF RAYMOND BRAMER**

I, Raymond Bramer, do hereby declare under penalty of perjury, that:

1. I am a full-time employee of Insane Broadcasting Company.
2. I am the Assistant General Manager & Program Director for the AM radio broadcast stations licensed to the Entertainment Media Trust: KQQZ, University City, MO (Facility ID 5281); KZQZ, St. Louis, MO (Facility ID 72391); WQQW, Highland, IL (Facility ID 90598); WQQW, East St. Louis, IL (Facility ID 90598).
3. I am responsible for maintenance of the stations' public inspection files and, as such, have full knowledge of the contents.
4. I was present at the main studio at 6500 West Main Street, Suite 315, Belleville, Illinois, on July 12, 2012, and personally assisted Mr. Richard Helmick.
5. The facts and representations stated in the Opposition are true and accurate to the best of my knowledge and belief.

Executed on this 21 day of December, 2012.

  
Raymond Bramer

REDACTED FOR PUBLIC INSPECTION

**EXHIBIT A**

## NONJUDICIAL SETTLEMENT AGREEMENT

This Nonjudicial Settlement Agreement ("this Agreement") is made by and between the following parties:

**ROBERT S. ROMANIK**  
23 Townehall Estates Drive  
Belleville, Illinois 62223  
("Grantor")

**DENNIS J. WATKINS**  
100 West Main  
Belleville, Illinois 62221  
("Trustee")

**STEPHEN ROMANIK II**  
7515 Claymont Court, Unit 4  
Belleville, Illinois 62223  
("Beneficiary")

This Agreement is entered into by the parties in light of the following:

- a. Grantor was the Grantor in the formation of a certain trust, namely the *Entertainment Media Trust* ("the Trust"), formed on or about January 1, 2006.
- b. Trustee is the Trustee of said Trust.
- c. Attached hereto, marked Exhibit A, is a true copy of a written instrument that was executed at the time of creation of the Trust.
- d. Beneficiary is the sole beneficiary of the Trust.
- e. The parties are all of the interested persons under the Trust, and are all persons whose consent or joinder would be required in order to achieve a binding settlement were this Agreement to be approved by a court.
- f. This Agreement is entered into for the purposes of: granting to the Trustee necessary and desirable administrative powers; resolving questions relating to property of the Trust and of the interests in the property held by the Trust; and for resolving issues related to administration, investment, and distribution of the assets of the Trust.

Now, therefore, in light of the facts set forth in the foregoing recitals (which said recitals are hereby incorporated into this Agreement, by this reference), the parties hereby agree as follows:

1. This is a nonjudicial settlement agreement, made by all interested parties to the above-described Trust, pursuant to Section 16.1 of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 *et seq.*

2. Attached hereto, marked Exhibit B, and incorporated herein by this reference, is a true copy of a restatement of the trust agreement of the Entertainment Media Trust; the title of said instrument is *TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST* ("the Restatement").

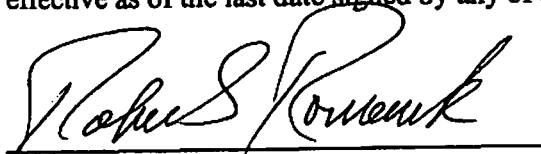
3. The parties do hereby agree to the execution of the Restatement by the Grantor and the Trustee, and to its adoption hereto, as and for the statement of the terms of the Entertainment Media Trust.

4. All parties waive the right to request a court to approve this Agreement.

5. This Agreement, and the terms of the Restatement, shall be final and binding on the Trustee and all beneficiaries of the Trust, both current and future, as if ordered by a court of competent jurisdiction over all parties and interests.

6. The parties agree to perform all of the terms, conditions and provisions of the Restatement.

Now, therefore, in order to indicate their willingness to be bound by the provisions hereof, the parties affix their signatures the dates hereafter set forth. This Agreement shall be deemed to be effective as of the last date signed by any of the parties hereto.

  
ROBERT S. ROMANIK

12-19-12  
Date

  
DENNIS J. WATKINS

12-19-12  
Date

  
STEPHEN ROMANIK II

12/19/12  
Date

STATE OF ILLINOIS

)

) SS.

COUNTY OF MADISON

)

Subscribed and sworn to by ROBERT S. ROMANIK on Dec. 19, 2012.

Paul H. Lauber  
NOTARY PUBLIC



STATE OF ILLINOIS

)

) SS.

COUNTY OF St. Clair

)

Subscribed and sworn to by DENNIS J. WATKINS on Dec. 19, 2012.

Katrina M. Sanders  
NOTARY PUBLIC



STATE OF ILLINOIS

)

) SS.

COUNTY OF MADISON

)


Subscribed and sworn to by STEPHEN ROMANIK II on Dec 19, 2012.

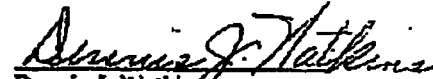
Paul H. Lauber  
NOTARY PUBLIC

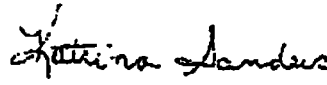


## Entertainment Media Trust

Entertainment Media Trust has been established in the State of Illinois for the purpose of setting up a sole Trust for Stephen Romanik II. Entertainment Media Trust has as its Executor and Trustee, Dennis James Watkins. Entertainment Media Trust has Stephen Romanik II as sole and one hundred percent beneficiary of said Trust and any and all assets and properties acquired by Entertainment Media Trust.

  
Stephen Romanik II  
Beneficiary

  
Dennis J. Watkins  
Executor and Trustee

  
Katrina Sanders  
Notary Public  
Official Commission Expires  
Jan. 7, 2008

"EXHIBIT A"  
TO  
NONJUDICIAL SETTLEMENT  
AGREEMENT

**TRUST AGREEMENT  
OF  
THE ENTERTAINMENT MEDIA TRUST**

I, ROBERT S. ROMANIK, have transferred ten dollars to DENNIS J. WATKINS, as trustee. That asset and any other assets received by the trustee (the "trust estate") shall be held in trust subject to the provisions of this instrument.

This Trust Agreement is entered into by the parties pursuant to a nonjudicial settlement agreement under Section 16.1 of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 et seq. All interested persons have entered into a binding nonjudicial settlement with respect to this trust. This instrument is a restatement of an instrument titled *Entertainment Media Trust*, signed by Stephen Romanik II and Dennis J. Watkins,

**Article 1  
Introduction**

**1.1 Trust Beneficiary.** The initial and primary beneficiary of this trust is STEPHEN ROMANIK II. He is hereafter referred to as "the Beneficiary," or "Stephen."

**1.2 Trust Assets.** Certain assets have previously been transferred to the trust.

The following radio tower sites have been acquired by the trust:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

The following FCC Commercial Broadcast Station licenses have been acquired by the trust:

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	DeSoto, MO	AM
KZQZ	72391	St. Louis, MO	AM
WQQW	90598	Highland, IL	AM
WQQX	72815	East St. Louis, IL	AM

"EXHIBIT B"  
TO  
NONJUDICIAL  
SETTLEMENT  
AGREEMENT

**1.3 Name of Trust.** The name of this trust shall be the *Entertainment Media Trust*.

**Article 2  
Trust Irrevocable**

This instrument and the trusts established under this instrument are unamendable and irrevocable.

**Article 3  
Trust Distributions**

**3.1 Mandatory Payment of Income.** The trustee shall pay all the income to the Stephen, at lease annually.

**3.2 Discretionary Payment of Principal.** The trustee may pay to the Stephen as much of the principal as the trustee from time to time considers necessary for his health, maintenance in reasonable comfort, or education.

**3.3 Lifetime Withdrawal of Principal.** After Stephen has attained age 50, the trustee shall distribute as much of the principal to him as he from time to time requests by written instrument delivered to the trustee during the child's life.

**3.4 Power of Appointment at Death.** On his death, the trustee shall distribute the trust assets to any one or more persons, organizations, and his estate as he appoints by will, specifically referring to this power of appointment.

**3.5 Distribution on Termination.** On the death of Stephen, the trustee shall distribute the trust assets not effectively appointed to his then living descendants.

**Article 4  
Distribution to Beneficiaries under Prescribed Age**

Any property to be distributed to a beneficiary who is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, or education. Any income not so paid in each tax year shall be added to principal at the end of each tax year. The trustee shall distribute the remaining trust assets to the beneficiary when the beneficiary attains age 25 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets.



**Article 5**  
**Contingent Gift Provision**

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to my heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if I had died on the termination date unmarried and domiciled in Illinois.

**Article 6**  
**Trustee Succession**

**6.1 Resignation.** A trustee may resign at any time by signed notice to the income beneficiaries.

**6.2 Individual Trustee Succession.** Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

**6.3 Default of Designation.** If at any time no trustee is acting and no designated trustee is able and willing to act, then the trustee shall be any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries; provided, however, that under no circumstances may Grantor be appointed a trustee.

**6.4 Corporate Trustee Substitution.** A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

**Article 7**  
**Trustee Actions**

**7.1 Control.** Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.

**7.2 Accountings.** Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions, and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A future beneficiary of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent, and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

**7.3 Trustee's Right to Account Settlement Before Distribution.** Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

**7.4 Acceptance of Predecessor's Accounts.** On the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

**7.5 Notice.** If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person whom the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

**7.6 Special Trustees.** If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

**7.7 Delegation to Co-Trustee.** Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

**7.8 Compensation.** The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

**7.9 Determinations by Trustee.** The trustee's reasonable determination of any question of fact shall bind all persons.

**7.10 Third-Party Dealings.** The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

**7.11 Exoneration of Trustee.** Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

**7.12 Bond.** No trustee need give bond, qualify before, or account to any court.

**7.13 Powers of Successor Trustee.** Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

## **Article 8**

### **Trustee Powers**

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

**8.1 Retention.** To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.2 Sale.** To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;

**8.3 Real and Tangible Personal Property.** To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

**8.4 Borrowing.** To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

**8.5 Investing.** To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.6 Joint Investments; Distribution; Determination of Value.** To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.7 Rights as to Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

**8.8 Conservation of Assets.** To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

**8.9 Delegation.** To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable

**8.10 Payment of Expenses and Taxes.** To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

**8.11 Determination of Principal and Income.** To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a)

reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (b) any premium paid for interest bearing debt obligations shall be amortized out of income;

**8.12 Compromising Claims.** To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

**8.13 Nominee Arrangements.** To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

**8.14 Liability Insurance.** To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

**8.15 Accepting Additional Property.** To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

**8.16 Environmental Matters.** To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.17 Ability To Take Other Actions.** To do all other acts to accomplish the proper management, investment, and distribution of the trust.

## **Article 9 Administrative Provisions**

**9.1 Income Payments.** Mandatory income payments shall be made at least quarterly.

**9.2 Standard for Discretionary Payments.** In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

**9.3 Small Trust Termination.** The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be exercised by a trustee who is a beneficiary of the trust. The Minimum Trust Value shall be the sum of (a) \$100,000 and (b) the percentage increase, if any, in the cost of living from January 1 of the year in which I executed this instrument until January 1 of the year of termination multiplied by \$100,000. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the index ceases to be published, there shall be substituted any other index the trustee determines to reflect similar information.

**9.4 Facility of Payment.** The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

**9.5 Spendthrift.** No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

**9.6 Accrued and Unpaid Income.** Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

**9.7 Controlling Law.** The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

## **Article 10 Definitions**

### **10.1 Child and Descendant.**

(a) **Child.** A "child" of a person means only: (1) a child born to the person or to the person's spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child's attaining age 21.

(b) **Descendant.** A child of a person is a "descendant" of that person and of all ancestors of that person. A person's descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) **Child in Gestation.** A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

**10.2 Code.** References to Sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

**10.3 Education.** "Education" means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

**10.4 Incapacity.** A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

**10.5 Income Beneficiary.** An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

**10.6 Per Stirpes.** Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants *per stirpes* in accordance with the preceding sentence and this sentence.

**10.7 Qualified Corporation.** A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.

10.8 **Spouse.** The "spouse" of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

**Article 11**  
**Captions and Context of Terms**

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Now, the parties affix their signatures, to indicate their willingness to be bound by the terms hereof.

<b>ROBERT S. ROMANIK, Grantor</b>	Date
-----------------------------------	------

<b>DENNIS J. WATKINS, Trustee</b>	Date
-----------------------------------	------

STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF MADISON    )

Subscribed by **ROBERT S. ROMANIK**, \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

This document was prepared by:

**PAUL H. LAUBER**  
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REDACTED FOR PUBLIC INSPECTION

**EXHIBIT B**

**TRUST AGREEMENT  
OF  
THE ENTERTAINMENT MEDIA TRUST**

I, ROBERT S. ROMANIK, have transferred ten dollars to DENNIS J. WATKINS, as trustee. That asset and any other assets received by the trustee (the "trust estate") shall be held in trust subject to the provisions of this instrument.

This Trust Agreement is entered into by the parties pursuant to a nonjudicial settlement agreement under Section 16.1 of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 et seq. All interested persons have entered into a binding nonjudicial settlement with respect to this trust. This instrument is a restatement of an instrument titled *Entertainment Media Trust*, signed by Stephen Romanik II and Dennis J. Watkins,

**Article 1  
Introduction**

**1.1 Trust Beneficiary.** The initial and primary beneficiary of this trust is STEPHEN ROMANIK II. He is hereafter referred to as "the Beneficiary," or "Stephen."


**1.2 Trust Assets.** Certain assets have previously been transferred to the trust.

The following radio tower sites have been acquired by the trust:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

The following FCC Commercial Broadcast Station licenses have been acquired by the trust:

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	DeSoto, MO	AM
KZQZ	72391	St. Louis, MO	AM
WQQW	90598	Highland, IL	AM
WQQX	72815	East St. Louis, IL	AM

Grantor's initials: 

**1.3 Name of Trust.** The name of this trust shall be the *Entertainment Media Trust*.

**Article 2  
Trust Irrevocable**

This instrument and the trusts established under this instrument are unamendable and irrevocable.

**Article 3  
Trust Distributions**

**3.1 Mandatory Payment of Income.** The trustee shall pay all the income to the Stephen, at lease annually.

**3.2 Discretionary Payment of Principal.** The trustee may pay to the Stephen as much of the principal as the trustee from time to time considers necessary for his health, maintenance in reasonable comfort, or education.

**3.3 Lifetime Withdrawal of Principal.** After Stephen has attained age 50, the trustee shall distribute as much of the principal to him as he from time to time requests by written instrument delivered to the trustee during the child's life.

**3.4 Power of Appointment at Death.** On his death, the trustee shall distribute the trust assets to any one or more persons, organizations, and his estate as he appoints by will, specifically referring to this power of appointment.

**3.5 Distribution on Termination.** On the death of Stephen, the trustee shall distribute the trust assets not effectively appointed to his then living descendants.

**Article 4  
Distribution to Beneficiaries under Prescribed Age**

Any property to be distributed to a beneficiary who is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, or education. Any income not so paid in each tax year shall be added to principal at the end of each tax year. The trustee shall distribute the remaining trust assets to the beneficiary when the beneficiary attains age 25 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets.

**Article 5  
Contingent Gift Provision**

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to my heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if I had died on the termination date unmarried and domiciled in Illinois.

**Article 6  
Trustee Succession**

**6.1 Resignation.** A trustee may resign at any time by signed notice to the income beneficiaries.

**6.2 Individual Trustee Succession.** Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

**6.3 Default of Designation.** If at any time no trustee is acting and no designated trustee is able and willing to act, then the trustee shall be any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries; provided, however, that under no circumstances may Grantor be appointed a trustee.

**6.4 Corporate Trustee Substitution.** A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

**Article 7  
Trustee Actions**

**7.1 Control.** Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.


**7.2 Accountings.** Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions, and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A future beneficiary of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent, and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

**7.3 Trustee's Right to Account Settlement Before Distribution.** Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

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**7.6 Special Trustees.** If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

Grantor's initials: 

**7.7 Delegation to Co-Trustee.** Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

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In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

**8.1 Retention.** To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.2 Sale.** To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;



**8.3 Real and Tangible Personal Property.** To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

**8.4 Borrowing.** To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

**8.5 Investing.** To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.6 Joint Investments; Distribution; Determination of Value.** To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.7 Rights as to Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

**8.8 Conservation of Assets.** To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

**8.9 Delegation.** To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable

**8.10 Payment of Expenses and Taxes.** To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

**8.11 Determination of Principal and Income.** To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a)

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reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (b) any premium paid for interest bearing debt obligations shall be amortized out of income;

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**8.16 Environmental Matters.** To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.17 Ability To Take Other Actions.** To do all other acts to accomplish the proper management, investment, and distribution of the trust.

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**9.1 Income Payments.** Mandatory income payments shall be made at least quarterly.

**9.2 Standard for Discretionary Payments.** In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.



**9.3 Small Trust Termination.** The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be exercised by a trustee who is a beneficiary of the trust. The Minimum Trust Value shall be the sum of (a) \$100,000 and (b) the percentage increase, if any, in the cost of living from January 1 of the year in which I executed this instrument until January 1 of the year of termination multiplied by \$100,000. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the index ceases to be published, there shall be substituted any other index the trustee determines to reflect similar information.

**9.4 Facility of Payment.** The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

**9.5 Spendthrift.** No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

**9.6 Accrued and Unpaid Income.** Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

**9.7 Controlling Law.** The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

## Article 10 Definitions

### 10.1 Child and Descendant.

Grantor's initials: PSR

(a) **Child.** A "child" of a person means only: (1) a child born to the person or to the person's spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child's attaining age 21.

(b) **Descendant.** A child of a person is a "descendant" of that person and of all ancestors of that person. A person's descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) **Child in Gestation.** A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

**10.2 Code.** References to Sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

**10.3 Education.** "Education" means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

**10.4 Incapacity.** A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

**10.5 Income Beneficiary.** An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

**10.6 Per Stirpes.** Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants *per stirpes* in accordance with the preceding sentence and this sentence.

**10.7 Qualified Corporation.** A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.

10.8 Spouse. The "spouse" of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

**Article 11**  
**Captions and Context of Terms**

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Now, the parties affix their signatures, to indicate their willingness to be bound by the terms hereof.

  
ROBERT S. ROMANIK, Grantor


12-19-12  
Date

  
DENNIS J. WATKINS, Trustee

12-19-12  
Date

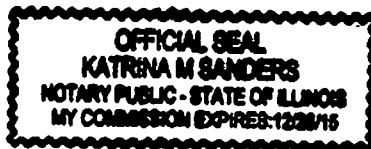
STATE OF ILLINOIS     )  
                                      )  
COUNTY OF MADISON    )     SS.

Subscribed by ROBERT S. ROMANIK, Dec. 19, 2012.

  
Notary Public

This document was prepared by:

PAUL H. LAUBER  
3 B Club Centre Court  
Edwardsville, IL 62025  
618 692 9080  
618 692 9105 fax  
[paul@lauberlaw.us](mailto:paul@lauberlaw.us)



Grantor's initials: 

**EXHIBIT C**

*This is the land and property  
for WQQX 1490 AM.  
As you can see, the property  
(transmitter site) is titled and  
deeded to Entertainment Media Trust.*

CHARLES SUAREZ  
COUNTY TREASURER  
PUBLIC SQUARE  
BELLEVILLE, IL 62220  
co.st-clair.il.us

ST. CLAIR COUNTY  
2010 REAL ESTATE TAXES  
BASED ON ASSESSED VALUE  
AS OF JANUARY 1, 2010

PARCEL NO. 01-13.0-309-035

Pay on-line: [www.co.st-clair.il.us/tax.htm](http://www.co.st-clair.il.us/tax.htm)

E-Mail: [treasurer@co.st-clair.il.us](mailto:treasurer@co.st-clair.il.us)

PROPERTY INFORMATION

PROPERTY	32,604
FREEZE	8,353
DRS	0
VIEW	14,504
UP	14,504
IER	X .7493
	= 10,868
	- 0
TO BE	10,868
ED	
IER	X 1.0000
QUALIZED	= 10,868
OCCUPIED	- 0
ION	- 0
ESTEAD	- 0
ION	- 0
ING VET	- 0
ION	- 0
ABILITY	- 0
ION	- 0
MENT	+ 0
E	= 10,868
E	X 12.8553
FAX DUE	\$1,397.12
ATED 1/3 OF FAIR	
ERTY VALUE	
EAST ST LOUIS	

DISTRIBUTION OF 2010 TAXES

Taxing Body	2009 Rate	2009 Tax	2010 Rate	2010 Tax	Difference	% of Total
E ST LOUIS UNIT #189	7.49080	\$897.47	7.53320	\$818.71	-38.76	68.60
CITY OF E ST LOUIS	2.40700	\$275.53	2.79750	\$304.03	28.50	21.76
EAST ST LOUIS TIF #1	0.00000	\$1,729.66	0.00000	\$0.00	-1729.66	0.00
ST CLAIR CO GEN	0.11660	\$13.35	0.11360	\$12.38	-0.97	0.89
ST CLAIR CO OTHER	0.80020	\$91.60	0.80190	\$87.16	-4.44	6.24
EAST ST LOUIS TWP	0.39410	\$45.11	0.45760	\$49.73	4.62	3.58
METRO-EAST SANITARY	0.40600	\$48.47	0.42540	\$46.23	-0.24	3.31
EAST SIDE HEALTH	0.13100	\$15.00	0.13390	\$14.55	-0.45	1.04
E ST LOUIS PARK	0.43300	\$48.57	0.45980	\$49.98	0.41	3.68
CITY OF E ST LOUIS LB	0.11360	\$13.00	0.13200	\$14.35	1.35	1.03
Totals	12.2923	\$1,136.76	12.85530	\$1,397.12	(\$1,739.64)	

\*\*\*\*\* AUTO\*\*5-DIGIT 62223

01-13.0-309-035

ENTERTAINMENT MEDIA TRUST  
ENTERTAINMENT MEDIA TRUST  
% DENNIS J WATKINS TRUSTEE  
6500 W MAIN ST STE 315  
BELLEVILLE IL 62223-3700



Legal Description

CAHOKIA COMMONFIELDS  
CAHOKIA COMMONFIELDS  
A02198114

Location of Property

125 S 8TH ST  
E ST LOUIS, IL 62201-0000

ACRES  
0.00

Dear Taxpayer:

Please read your bill carefully. On or before the installment due date, pay the first amount shown on payment coupon. After the due date pay the amount that includes penalty. The dates below are important to you. Please read them carefully.

First installment due date: 02/14/2011  
Second installment due date: 11/10/2011  
Last day to pay and avoid publication: 01/06/2012  
Notice of tax sale by certified mail: 01/06/2012  
Publication of unpaid taxes: 01/09 - 01/13/2012  
LAST DAY TO PAY TAXES: 02/10/2012  
POSTMARK WILL NOT BE HONORED ON LAST DAY TO PAY  
PAYMENTS MUST BE RECEIVED BEFORE 5 PM  
ON 02/10/2012

9:00 AM Tax Sale of all unpaid taxes: 02/13/2012  
No payment will be taken during tax sale.  
I remind you the County Treasurer only collects your taxes and is not responsible for your property assessment or the amount of tax you are paying.

YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT. PLEASE KEEP FOR YOUR RECORDS

1st INST:

DATE PAID:

AMT. PAID:

2nd INST:

DATE PAID:

AMT. PAID:

DE: 01089  
0060

Response to Request 13

*Handwritten:*  
CL  
\$2588

This is land and property  
for WQQW 1510 AM.  
as you can see, the property  
(transmitter site) is titled and  
deeded to Entertainment Media Trust

BOND COUNTY  
R. KATIE WEISS TREASURER  
203 WEST COLLEGE AV  
GREENVILLE, IL 62246

PROPERTY NUMBER	CLASS	CODE	NUMBER	TAX NOTICE
07-12-32-305-001	0011	07054	937	
S32 T4 R4 PT E 1/2 SW				
LANDLOT ASSESSED	FARM LAND ASSESSED	FARM BLDG. ASSESSED	BUILDING ASSESSED	TOTAL ASSESSED
	150		26036	24186
LANDLOT BOB MILT	FARM LAND BOB MILT	FARM BLDG. BOB MILT	BUILDING BOB MILT	DEPARTMENT MULTPLIER
				1.00000
IMPROVEMENT EXEMPTION	DEPARTMENT EQUALIZED	OWNER OCCUPIED	HOMESTEAD/ VETERAN	SCAFHE
	24186			
RETURN VETERAN	DISABLED	DISABLED VETERAN	TAXABLE VALUE	
			24186	

TOWNSHIP	LENDING CODE	LANDLOT ACRES	FARM LAND ACRES	FORFEITED TAX
BURGESS TWP			10.00	

WATKINS DENNIS TRUSTEE  
ENTERPRISE MEDIA TRUST  
100 W MAIN ST  
BELLEVILLE IL 62220-0000

PROPERTY OWNER IF OTHER THAN ABOVE

2011 REAL ESTATE TAX

1ST INSTALLMENT	2ND INSTALLMENT
07/31/2012	DUE DATE 09/24/2012
949.59	INSTALLMENT 949.59
	PRE-PAYMENT
	PENALTY/COST
	TOTAL

FAIR CASH VALUE IS

72,108

Please return ONLY appropriate stub(s) with payment.

No paid receipts will be returned.

TOTAL TAX: 1,899.18

PROPERTY NUMBER		CLASS	NUMBER	No paid receipts will be returned.		
07-12-32-305-001		0011	937	TOTAL TAX: 1,899.18		
TOWNSHIP		BURGESS TWP				
2010 RATE	2010 TAX	TAXING DISTRICT	2011 RATE	PERCENT	2011 TAX	PENSION
1.32870	410.82	BOND COUNTY	1.24290	15.8	300.60	96.40
1.19800	370.40	BURGESS TWP	1.16640	14.9	282.10	3.19
4.66140	1,441.26	HIGHLAND UNIT #5	4.68850	59.7	1,133.96	57.70
.36430	112.64	SW IL COLLEGE 522	.37490	4.8	90.68	1.81
.30060	92.94	HIGHLAND PR FIRE	.31830	4.1	76.98	
.03940	12.18	CO EXTENSION SERV	.03650	.5	8.82	
.02500	7.72	CO SENIOR CITIZENS	.02500	.2	6.04	
<div>949.59 1899.18</div>						
Response to Request 13						
7.91740	2,447.96	TOTAL TAX	7.85250	100.0	1,899.18	
YOU MAY BE ELIGIBLE FOR THE SENIOR CITIZEN AND VETERAN'S PROPERTY TAX EXEMPTION						

Response to Request 13

This is the land and property  
for KQQ 2 1190 AM.

As you can see, the property  
(transmitter site) is titled and  
deeded to Entertainment Media Trust

URT PRENZLER, CPA

MADISON COUNTY TREASURER

TEL. 1-800-368-1711 FAX 1-800-368-1712

1EOKI

385

0778

0060

205,470

93,440

.9858

TOWNSHIP

TAX CODE

TAX PAYING  
AGENT NUMBER  
CLASS CODE

T.I.F. CERTIFIED  
ASSESSMENT  
FAIR MARKET  
VALUE

NON-FARM  
ASSESSMENT  
TOWNSHIP

MULTIPLIER  
FARM LAND

\$0.00

FARM BUILDING

\$0.00

68,490

TOWNSHIP  
EQUALIZED VALUE

HOMESTEAD  
IMPROVEMENT EXEMP

GENERAL  
DISABLED VETERAN

1,0000

STATE  
MULTIPLIER  
STATE EQUALIZED

68,490

VALUE  
SR ASSESSMENT  
FREEZE DEDUCTION

GENERAL HOMESTEAD  
OWNER OCCUPANCY

6,000

HOMESTEAD DE-  
DUCTION OVER 65

FRATERNAL/VETERAN  
ORC. FREEZE

DISABLED  
PERSON  
VETERAN  
EXEMPTION

62,490

TAXABLE VALUE

7,1187

COMBINATION  
TAX RATE

0.00

DRAINAGE

\$4,448.48

TOTAL  
TAX

## 2010 REAL ESTATE TAXES

Legal Description

PART SOUTHEAST NORTHEAST

Property Address

ENTERTAINMENT MEDIA TRUST  
STATE ROUTE 111  
GRANITE CITY, IL 62040

THIS IS NOT A NEW OR ADDITIONAL TAX  
INFORMATIONAL DISTRICTS

	AMOUNT
UNIT SCHOOLS PENSION	\$149.54
COUNTY PENSION	\$110.36
ROAD DISTRICT PENSION	\$24.87
LIBRARY DISTRICT PENSION	\$19.44
TOWNSHIP PENSION	\$18.18
SANITARY DISTRICTS PENSION	\$12.94
COMMUNITY COLLEGE PENSION	\$4.62

RATES 2009

4.2565

0.8781

0.4040

0.2807

0.3101

0.3552

0.2979

0.2813

AMOUNT OF TAXES

\$3,977.27

\$633.63

\$377.50

\$262.29

\$288.78

\$331.60

\$278.38

\$282.85

TAXING DISTRICT

GRANITE CITY C.U. #9

MADISON COUNTY

METRO EAST SANITARY

NAMEOKI TOWNSHIP

NAMEOKI ROAD & BRIDGE

SW IL COLLEGE #522

SIX-MILE REG. LIBRARY

LONG LAKE FIRE

PUBLICATION COST DUE

RATES 2010

4.2551

0.7145

0.4161

0.3791

0.3718

0.3638

0.3169

0.3014

AMOUNT OF TAXES

\$2,659.01

\$448.50

\$260.02

\$236.90

\$232.34

\$227.34

\$198.33

\$186.34

2010 TOTAL TAX

\$4,458.48

2010 TAXES PAID

\$0.00

2010 TOTAL TAX DUE

\$4,458.48

0778

17-1-20-14-00-000-014.001

WATKINS DENNIS TRUSTEE

6500 W. MAIN ST NW STE 324  
BELLEVILLE IL 62220-

CORRECTED BILL

1st Coupon Due Date - February 6, 2012

2nd-Coupon Due Date - February 6, 2012

3rd Coupon Due Date - February 6, 2012

4th Coupon Due Date - February 6, 2012

\*Madison County Treasurer's Office (618)-692-6260

**E-Mail: [treasurer@co.st-clair.il.us](mailto:treasurer@co.st-clair.il.us)**

## DISTRIBUTION OF 2010 TAXES

Dear Taxpayer,

Please read your bill carefully. On or before the installment due date, pay the first amount shown on payment coupon. After the due date pay the amount that includes penalty. The dates below are important to you. Please read them carefully.

First installment due date: 09/14/2011

Second installment due date: 11/10/2011

Last day to pay and avoid publication: 01/05/2012

Notice of tax sale by certified mail: 01/06/2012

Publication of unpaid taxes: 01/09 - 01/13/2012

**LAST DAY TO PAY TAXES:** 02/10/2012

**POSTMARK WILL NOT BE HONORED ON LAST DAY TO PAY**

**PAYMENTS MUST BE RECEIVED BEFORE 5 PM**

**ON 02/10/2012**

**5:00 AM Tax Sale of all unpaid taxes:** 02/13/2012

No payment will be taken during tax sale.

I warrant you the County Treasurer only collects your taxes and is not responsible for your property assessments or the amount of tax you are paying.

**Location of Property**  
1467 FALLING SPRINGS RD  
DUPO, IL 62239-0000

**ACRES**  
**10.00**

**YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT. PLEASE KEEP FOR YOUR RECORDS**

1st INST:

**2nd INST:**

nspace Request 13

DATE PAID:

AMT. PAID:

**AMT. PAID:**



**EXHIBIT D**

REDACTED FOR PUBLIC INSPECTION

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE

## CORPORATION FILE DETAIL REPORT

Entity Name	INSANE BROADCASTING COMPANY	File Number	64991892
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06/27/2006	State	ILLINOIS
Agent Name	STEPHEN ROMANIK II	Agent Change Date	06/27/2006
Agent Street Address	23 TOWNE HALL ESTATES DR	President Name & Address	STEPHEN ROMANIK II 23 TOWNE HALL ESTATES DR BELLEVILLE 62
Agent City	BELLEVILLE	Secretary Name & Address	SAME
Agent Zip	62223	Duration Date	PERPETUAL
Annual Report Filing Date	05/15/2012	For Year	2012

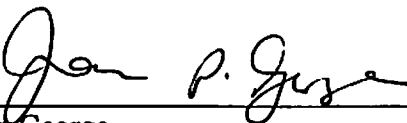
[Return to the Search Screen](#)  
(One Certificate per Transaction)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

**CERTIFICATE OF SERVICE**

I, Joan George, hereby certify that on this 21st day of December, 2012, I caused copies of the foregoing "Opposition to Petition to Deny" to be sent via email and by hand delivery (denoted by \*) or U.S. Mail, first class postage prepaid, to the following:

Peter H. Doyle, Chief\*  
Audio Division, Media Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20555  
[peter.doyle@fcc.gov](mailto:peter.doyle@fcc.gov)

Mark A. Kern  
c/o Richard A. Helmick  
Cohn and Marks LLP  
1920 N Street, NW  
Washington, DC 20036-1622  
[Richard.Helmick@cohnmarks.com](mailto:Richard.Helmick@cohnmarks.com)

  
Joan George

Received & Inspected

NOV 15 2016

FCC Mailroom

File No. BAL-20160919ADK

## Response to Request 13

As noted in the Petition, Kern filed petitions to deny against the license renewal applications of each of the 4 stations subject to this Petition in 2012. Those petitions to deny (the “Renewal Petitions”)<sup>2</sup> remain pending with the Commission. EMT has filed responsive pleadings to the Renewal Petitions addressing the allegations therein, which Kern repeats in the instant Petition and which EMT again denies.<sup>3</sup>

EMT does concur with Kern that ordinarily, the pendency of the renewal applications would preclude grant of the instant license assignment applications, absent action on the renewal applications at the same time.<sup>4</sup> Those instances, however, are all related to cases where the assignor and assignee are different parties. In the instant applications, both the assignor and assignee remain the same individual, Dennis J. Watkins, as Trustee, so there is no change in control, but there is a change in beneficial interest from Stephen Romanik, now deceased, to Katrina Sanders. Licensee is not “selling out” from under a potential disqualification, as alleged by Kern, but rather reporting and seeking consent to a change in beneficial interest due to the death of the original beneficiary utilizing Form 314 as directed by FCC staff. Furthermore, there is no “sale” here where the party alleged to have engaged in misconduct would be profiting from sale proceeds. No consideration is being paid as a result of the proposed transaction, which is more in the nature of a reorganization (with the same controlling party, Dennis J. Watkins,

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<sup>2</sup> The Renewal Petitions were filed against BR-20120709ACO, BR-20120709ACP, BR-20120921AAW and BR-20120921ABA.

<sup>3</sup> Kern again alleges that EMT was guilty of lack of candor and misrepresentation, however, as stated in EMT’s pleadings relating to the Renewal Petitions, EMT furnished, at FCC staff request, copies of the operative trust instruments and other information requested by FCC staff in connection with EMT’s acquisition of KQQZ in BAL-20090925ABD, which was granted by the Commission.

<sup>4</sup> Kern cites to *Jefferson Radio Corp. v. FCC*, 340 F.2d 781 (D.C. Cir. 1964) as authority for this proposition.

continuing to maintain 100% control over the licensee Trust) and continuing the broadcasting services to the EMT stations' communities of license.<sup>5</sup>

## DISCUSSION

The death of Stephen Romanik II followed a lengthy debilitating illness. As noted in the Renewal Petition pleadings, Stephen was (prior to his illness) a police officer. As beneficiary of the Trust, Stephen did not control the licenses of the broadcast facilities, which was reserved to Dennis J. Watkins as Trustee as specified in the trust agreement, but rather was recipient of the Trust income, when available, from the Trustee in accordance with the Trust terms. Stephen was also the equitable owner of Insane Broadcasting Company, which handled billing and administrative matters for the broadcasting station but held no broadcast interests. In May 2015, Stephen, faced with increasing illness, had Katrina Saunders assume a greater role in the operation of Insane Broadcasting Company to enable Stephen to focus on his health. Kern argues that Stephen's death was a reportable event, but since he had no control over the licenses or the Trust, his death was not of decisional significance in the Renewal Petition proceeding, and until proceedings under applicable Illinois law were completed, the Assignment Applications herein could not be prepared and filed disclosing the change in beneficial interest, as it was undetermined until such proceedings were completed. Contrary to Kern's assertion, EMT accurately reported in its November 2015 Ownership Report that Stephen was no longer a

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<sup>5</sup> See, e.g., *Lane Broadcasting Corporation*, *supra*, 20 FCC Rcd at 19375; *Harry O'Connor*, 2 FCC 2d at 49 ¶ 10; see also, *Spanish Int'l Communications Corp.*, Memorandum Opinion and Order, 2 FCC Rcd 3336, 3339-40 (1987) *rev'd sub nom. Coalition for the Preservation of Hispanic Broadcasting v. FCC*, 893 F.2d 1349, 1362 (D.C. Cir 1990), *vacated and aff'd*, 931 F.2d 73 (D.C. Cir) (*en banc*), *cert. denied*, 502 U.S. 907 (1991) (permitting the sale of seven television stations for which renewal applications had been designated for evidentiary hearing would "expeditiously remove the 'cloud' that has surrounded the operation of these stations" during the pendency of this proceeding, acknowledging that "service to the public may deteriorate during an extended period of uncertainty").

beneficiary of the Trust by removing him from said report. Form 323 Ownership Report does not offer any place to provide a narrative to describe the reasons for such removal.

Stephen exercised the power of appointment contained in the EMT Restated Trust Agreement dated December 19, 2012 (a true copy of which is filed in the Renewal Petitions proceeding) to Robert Romanik, who, as stated in the instruments filed in this proceeding, declined such appointment and assigned his rights to Katrina Saunders, all of which was properly documented under Illinois trust and probate rules, and copies of which were filed with the Assignment Applications. Kern then alleges that the proposed Assignee herein is merely the “continuation of a subterfuge” regarding Robert Romanik. Query – how can it be “subterfuge” when the documents disclose that Robert Romanik declined the appointment from Stephen Romanik and assigned his rights to Katrina Saunders? Is Robert Romanik an on-air host and “face” of the Radio stations? Most assuredly yes. Does that equate to “de facto” control as alleged by Mr. Kern? Most assuredly no. Mr. Kern claims the purpose of the trust was to conceal Robert Romanik’s 1998 and 1999 felony convictions and his involvement with the Radio Stations. As noted in footnote 3, FCC staff inquired and received information concerning the trust in connection with the acquisition of KQQZ in 2009, and was satisfied with the materials and information provided. It begs credulity for Mr. Kern to argue that Robert Romanik was “concealing” himself as associated with the stations as he is the most popular on-air host of programming on the radio stations and drives around in a vehicle decorated with the call signs of the radio stations.

Kern then somehow extrapolates from the execution and filing of the LMA for KFTK, duly executed by Dennis J. Watkins, that it is “probably and reasonable” to assume Robert Romanik negotiated and approved said instrument. This delusional conclusion, made up out of

thin air, is simply a continuing product of the political feud existing between Robert Romanik and Mark Kern concerning governance of St. Clair County, Illinois. Mr. Kern doesn't like criticism, and is trying to silence Robert Romanik from criticizing him. The use of Commission processes, time and personnel to bootstrap that effort to silence a critic is an affront to the First Amendment. Mr. Kern recognizes that he will get no traction complaining about the content of Robert Romanik's protected speech, so he is using whatever means necessary to attempt to make an end run around the First Amendment and attempt to "chill" such free speech.

Insofar as Kern's assertion that a newspaper article purports to present a basis for inquiry regarding the propriety of EMT's entry into a Local Marketing Agreement with Emmis Radio License, LLC for KFTK, EMT would suggest that Mr. Kern is undoubtedly aware of the ability of media reports to inaccurately characterize matters<sup>6</sup> based on incomplete information. As such, Mr. Kern's suggestion is wholly without basis or merit.

## CONCLUSION

EMT hereby requests that the Commission proceed with consideration of the instant Assignment Applications which do not change the control of the licensee whatsoever but merely address a change in the holder of the beneficial interests in the licensee due to Stephen Romanik II's untimely death. In this particular case, the pendency of the Renewal Applications proceedings should not be an impediment to grant of the Assignment Applications.

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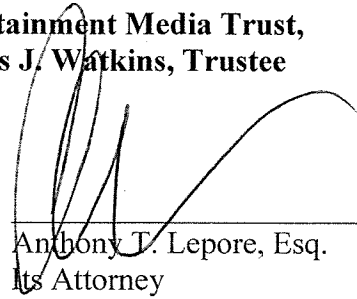
<sup>6</sup> See e.g. NBC Correspondent Jeff Rossin's report on Mr. Kern and MidAmerica Airport <https://static.nbclearn.com/files/highereddsa/site/pdf/104795.pdf>



Respectfully submitted,

**Entertainment Media Trust,  
Dennis J. Watkins, Trustee**

By:



Anthony T. Lepore, Esq.  
Its Attorney

RADIOTVLAW ASSOCIATES, LLC  
4101 Albermarle Street NW, Suite 324  
Washington, DC 20016  
(202) 681-2201


November 15, 2016

**CERTIFICATE OF SERVICE**

I, Anthony T. Lepore, hereby certify that a true and correct copy of the foregoing Opposition to Petition to Deny was sent by first-class, postage prepaid mail this 15th day of November, 2016, to the following:

Peter H. Doyle, Chief  
Audio Division, Media Bureau  
Federal Communications Commission  
Room 2-A267  
445 12th Street, SW  
Washington, DC 20554

Richard A. Helmick, Esq.  
Cohn and Marks LLP  
1101 17th Street, NW  
Suite 1001  
Washington, DC 20036  
*Counsel for Mark A. Kern*

  
\_\_\_\_\_  
Anthony T. Lepore



**Fletcher, Heald & Hildreth**

1300 NORTH 17th STREET, 11th FLOOR  
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PLEASE STAMP  
AND RETURN  
THIS COPY TO  
FLETCHER, HEALD & HILDRETH

DAVINA SASHKIN  
(703) 812-0458  
SASHKIN@FHHLAW.COM

July 2, 2018

Accepted / Filed

Via Hand Delivery

JUL -2 2018

Marlene H. Dortch, Esq.  
Secretary

Federal Communications Commission  
Office of the Secretary

Federal Communications Commission  
445 12th Street, S.W., Room TW-A325  
Washington, DC 20554

Attn: Irene Bleiweiss, Audio Division, Media Bureau, Room 2-A525

**Re: Response to Letter of Inquiry (1800B3-IB)**  
**KFTK(AM) (formerly WQQX), East St. Louis, IL FAC ID 72815**  
**WQQW(AM), Highland, IL FAC ID 90598**  
**KZQZ(AM), St. Louis, MO FAC ID 72391**  
**KQQZ(AM), Fairview Heights, IL FAC ID 5281**  
**W275CS, Highland, IL FAC ID 200438**

Dear Ms. Dortch:

Entertainment Media Trust, Dennis J. Watkins, Trustee ("Licensee") hereby responds, via counsel, to the Audio Division's letter of inquiry dated May 17, 2018 (the "LOI").<sup>1</sup>

**CONFIDENTIALITY REQUEST**

Pursuant to Section 0.459 of the Commission's Rules, Licensee requests that the responses and documents provided in response to the LOI relating to the commercial, proprietary and financial operations of the Stations, including, but not limited to, cancelled checks, payroll, profit and loss statements, expenses and invoices therefore, be withheld from public disclosure should disclosure ever be requested by an outside party. The information included in the request, which is not made available to the public or third parties by Licensee, except to Insane pursuant to LMA and the Trust relationship, is entitled to protection pursuant to 47 C.F.R. Section 0.459(b)(3-7) of the Commission's Rules as it relates to the internal operations and financial performance of Licensee's business operation, which is subject to competition from other broadcasters in the Stations' market. Disclosure would result in substantial harm to Licensee

<sup>1</sup> Licensee was granted by email to its counsel, Davina Sashkin, from Irene Bleiweiss, on June 12, 2018, an extension of time in which to respond to the letter of inquiry.

because it would give competitors the benefit of information not otherwise available to them. A redacted copy of the filing is submitted herewith for public disclosure.

Please contact the undersigned with any further questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Davina Sashkin', with a long horizontal flourish extending to the right.

Davina S. Sashkin, Esq.  
*Counsel to Entertainment Media Trust,  
Dennis J. Watkins, Trustee*

Enclosures

cc via email: Irene Bleiweiss [Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov) (w/o exhibits)

**ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE ("LICENSEE"),  
RESPONSES TO MAY 17, 2018 FCC LETTER OF INQUIRY ("LOI")**

**QUESTION 1**

Provide information about any broadcasting experience of the following individuals prior to Licensee's acquisition of the Stations:

- a. Dennis J. Watkins
- b. Bob Romanik
- c. Stephen Romanik, II
- d. Katrina Sanders

Identify for any such experience: the position held, name of the broadcast station's licensee, call sign, and dates the position was held. For an individual who had no prior broadcast experience, state "none."

**ANSWER 1**

- a. Dennis J. Watkins: NONE
- b. Bob Romanik: NONE
- c. Stephen Romanik, II: NONE
- d. Katrina Sanders: NONE

Respectfully, Licensee notes that prior broadcast experience is irrelevant to any individual's qualifications to be an FCC broadcast licensee. Plenty of individuals and entities become broadcast licensees without having any prior experience in the industry. In this case, Stephen Romanik II ("SR") had an interest in broadcasting and sought to enter the field.

**QUESTION 2**

State whether any of the following individuals was involved in locating the Stations for sale and/or in negotiating the terms of the agreements to purchase the Stations:

- e. Bob Romanik
- f. Stephen Romanik, II
- g. Dennis J. Watkins
- h. Katrina Sanders
- i. Others acting on behalf of one of the above-named individuals.

In connection with this question, provide a narrative of the person's function/role and all documents in which the person is named or is a signatory in connection with any matter related to the acquisition. For "others" responsive to subsection 2(e) provide name, title, profession, company, and the name of the individual who hired them for this purpose.

## ANSWER 2

Of the named individuals, only SR and Dennis Watkins were actively involved in identifying the Stations for acquisition and negotiating the terms of acquisitions. Additional individuals involved included John Pierce, a media broker with his own firm, John Pierce & Company, LLC, and FCC legal counsel to Licensee Anthony T. Lepore, sole member of Radiotvlaw Associates, LLC.

On or about late 2005, it is believed that SR became aware of Station WQQW (formerly WXOZ) being available for purchase and discussed with Mr. Watkins and Bob Romanik ("BR"). BR had informed SR that he would be setting up a trust to benefit SR for his future business endeavors, and SR, it is believed, was operating with that information. Unfortunately, more specific details regarding the initial identification of the station are unavailable, as SR is deceased and Mr. Pierce is understood to be incapacitated due to a stroke suffered in recent years. SR, as beneficiary of the Trust and expected broadcast operator, advised Mr. Watkins to engage John Pierce, a media broker, to negotiate terms of the station acquisition by the Trust. Mr. Watkins was the ultimate decision maker on acceptance of terms. Mr. Watkins worked with FCC counsel John Trent, who is no longer engaged by the Trust, to prepare the purchase agreement and FCC assignment application pursuant to terms agreed to by SR and Mr. Watkins and negotiated by Mr. Pierce with the seller. The assignment application was granted 49 days after filing, with no concerns raised by the Audio Division staff regarding the Trust.

Mr. Pierce continued to work on behalf of the Trust to identify stations for acquisition. In late 2006, he identified KZQZ (then WIL) and, in concert with SR and Mr. Watkins, negotiated terms for its acquisition. Mr. Watkins was the ultimate decision maker on acceptance of terms. Mr. Lepore was recommended to Licensee by Mr. Pierce to assist in this acquisition. Mr. Lepore, with input from Mr. Pierce, worked with Mr. Watkins on the drafting of the purchase agreement and prepared the assignee side of the FCC assignment application. Again, no concerns were raised by the staff and the application was granted.

In summer 2009, Mr. Pierce identified KQQZ (formerly KRFT) for acquisition by the Trust and negotiated the terms with input from Mr. Watkins and SR. Mr. Lepore worked with Mr. Watkins on the purchase agreement pursuant to terms reached by Mr. Pierce with the seller, and prepared the assignee side of the FCC assignment application. Mr. Watkins again was the ultimate decision maker. Mr. Lepore further coordinated with Mr. Watkins to prosecute the assignment application, providing additional information (a copy of the Trust document and identification of the trust beneficiary) requested by the Audio Division staff and amending the assignment application accordingly. Even with the additional inquiry and amendment, this assignment application was granted in less than 60 days.

Shortly after the KQQZ acquisition was underway in the fall of 2009, Mr. Pierce identified KFTK (previously WQQZ and, at the time of acquisition, WFFX) to SR and Mr. Watkins, and undertook negotiations of terms with input from Mr. Watkins and SR. Mr. Lepore again worked with Mr. Watkins on the purchase agreement pursuant to terms reached by Mr. Pierce with the seller, and prepared the assignee side of the FCC assignment application. As with the prior acquisitions, Mr. Watkins was the ultimate decision maker. Mr. Lepore further

coordinated with Mr. Watkins to prosecute the application, including responding to Audio Division staff inquiries and amending the application to certify that (i) the Trust was irrevocable, and (ii) SR could not remove Mr. Watkins as trustee. This application was subsequently granted, 65 days from the date of filing.

### **QUESTION 3**

Submit all agreements between Insane and Licensee, including but not limited to time brokerage agreements and local management agreements. If any agreement is oral, its substance should be reduced to writing. Indicate whether and when the agreements were submitted to the Commission in accordance with the requirements of section 73.3613 of the Commission's rules and, if not, explain why.

### **ANSWER 3**

Any and all understandings between Licensee and Insane were oral only. Therefore, pursuant to this LOI, the substance of the verbal agreements have been reduced to writing in a Local Marketing Agreement attached hereto at Exhibit A. An agreement was not previously reduced to writing nor submitted to the Commission pursuant to Section 73.3613 of the rules because the programmer, Insane, has always been 100% owned and managed by the beneficiary of the Trust, and thus the beneficial owner of the Stations. In light of the commonality of interests and there being no additional attribution to disclose, Licensee did not believe execution or submission of a local marketing agreement between Licensee and Insane was necessary. Due to the FCC's request here for such agreement to be reduced to writing, however, such filing will be made with the Commission in accordance with Section 73.3613 of the rules coincident with this response.

### **QUESTION 4**

State whether Licensee's relationship with Insane has continued since the death of Stephen Romanik, II. If the relationship has continued unchanged, identify the principals and managers of Insane prior to and at all times following the death of Stephen Romanik, II. If Licensee ended or altered its relationship with Insane following the death, provide a narrative explaining the change and identifying any new company, principals, managers, and individuals who have provided services to Licensee of the nature previously provided by Insane.

### **ANSWER 4**

The Licensee's relationship with Insane has continued unchanged since the death of SR.

Prior to the death of SR, SR was the president and 100% stockholder of Insane. Ms. Sanders was secretary of Insane. SR oversaw all operations of the Stations, including hiring and supervising management-level personnel.

Subsequent to SR's death, Ms. Sanders is the sole officer and 100% stockholder of Insane. She is the sole individual with managerial oversight for Insane and, since the retirements of the managerial employees, the Stations, subject to the ultimate oversight of Mr. Watkins.

#### **QUESTION 5**

Submit any agreements that Licensee, Insane, and/or any other service provider identified in Question 4 has had with Bob Romanik concerning the Stations, including but not limited to employment, talent, and consulting agreements. If any agreement is oral, its substance should be reduced to writing. Indicate whether the agreements were submitted to the Commission in accordance with the requirements of section 73.3613 of the Commission's rules and, if not, explain why.

#### **ANSWER 5**

As previously disclosed to the commission, BR has been on-air talent for one or more of the Stations since Licensee began acquiring radio stations. Because the Stations were run by his son, SR, BR had not had a formal talent agreement and all understandings between BR, Licensee and Insane were oral. Pursuant to this LOI, however, Insane and BR have reduced their understanding to writing in the Performer Agreement attached hereto at Exhibit B. This agreement, like all talent agreements, is merely a contract for services which grants BR no control or other attributable interest in the Stations, and is therefore not required to be submitted to the Commission pursuant to Section 73.3613 of the rules.

#### **QUESTION 6**

State whether Bob Romanik has signed or has had authority to sign any Document and/or to act as spokesperson or representative on behalf of:

- a. The Trust
- b. Insane
- c. Any of the Stations (other than as an on-air personality)

If so, provide a copy of each such document executed by Bob Romanik and description of each situation in which he has acted as a signatory, spokesperson, or representative. If not, but there was nevertheless a public perception that Bob Romanik spoke or acted on behalf of the Trust, Insane, or any of the Stations (other than as an on-air personality), what actions, if any, did Bob Romanik, Insane, and/or the Trust take to address that public perception?



## **ANSWER 6**

BR has not signed nor does he have authority to sign any documents on behalf of the Trust, Insane or any the Stations. As the Stations' most popular on-air host, it is understandable that some in the public may view BR as a spokesperson for the Stations. This perception is reasonable, as every on-air host of a radio station can reasonably be seen by the listener as being a representative or spokesperson for the Station. However, the Trust and Insane have never publicly stated nor insinuated that BR is a business representative acting on behalf of either the Trust or Insane, nor for any of the Stations. Any so-called "public" perception that BR is a spokesperson or representative seems to be limited to two individuals, both of whom seem to have the same political agenda against the Stations; therefore, no efforts have been made to curtail BR in his role as the host of his daily radio program.

## **QUESTION 7**

Identify the value of all funding and assets, including but not limited to real property (including any use of real property, such as a lease or tenancy), securities, cash, and cash-equivalents, that Licensee has received (including payments to third parties on behalf of or for the benefit of Licensee) from inception through present from (a) Bob Romanik and (b) other sources. For other sources, provide the name of the source and relationship to Licensee, Insane, and/or the Stations.

## **ANSWER 7**

Licensee has received the following cash funding from BR as grantor, at the request of SR and Mr. Watkins:

- \$500,000.00 in 2006 as initial funding of the Trust, which was used for acquisition of WQQW and initial station operating expenses;
- \$1,200,000.00 total over 2007-2008, used toward acquisition of KZQZ;
- \$450,000.00 in 2009, used to acquire KFTK (formerly WQQX); and
- \$600,000.00 in 2009, used to acquire KQQZ.

Except for the \$10 funding as specified in the Amended and Restated 2012 Trust document, Licensee has not received any other funding or assets from BR.

Other sources of funding or assets: Since 2006, Ms. Sanders has from time to time loaned to Licensee small amounts of funds for Station operating expenses, for a total of approximately \$25,000.00.

**QUESTION 8**

State who has paid for the following costs for the Stations: (a) real estate taxes; (b) business taxes; (c) telephone service; (d) utilities; (e) employee salaries and other compensation; (f) broadcast equipment; (g) insurance; and (h) programming costs, including recording royalties. If more than one person and/or entity has paid these costs, specify the time periods and specific costs associated with each person and/or entity. If another individual or entity paid any of these costs, or if Licensee paid for any of these costs with monies provided to it by another individual or entity, in each such instance identify that individual or company and its principals.

**ANSWER 8**

Other than certain initial operating costs, as referenced in answer to Question 7 above, all costs and expenses for the Stations specified in the question have been, and continue to be, paid by Insane.

**QUESTION 9**

Provide documentation of the Stations' monthly operating costs and payments from the date Licensee acquired each Station through present, organized by month, including invoices, bills, checks written or received, credit card charges, wire transfers, or deposits of funds relating to such operation:

- a. In connection with this request, provide a list of the expenses incurred in operation of the Stations for each month, and provide at least one document for each listed expense which evidences who paid the expense.
- b. For telephone service, all utilities, all equipment, and all insurance purchased with respect to operations of the Stations, state when each such service was contracted for, the name of the person who so contracted on behalf of the station, and identify who paid for each such item.

**ANSWER 9**

The monthly operating expenses for all of the Stations are reflected in the profit and loss statements provided hereto at Exhibit C. Insane operates the stations as one combined entity, so the monthly expenses per Station are not broken out.

As previously explained, many of the past business records requested were either destroyed because they are older than is typically required to be retained under generally accepted accounting practices, or inadvertently destroyed after SR's death by a third party. However, to the extent documentation is available, it is provided hereto at Exhibit D, organized by month and by station, as requested. Certain expenses, including all the expenses for the main studio, are shared among the Stations and therefore cannot be broken out. Those expenses are included under cover pages indicating the main studio address.

- a. Insane operates the Stations as a collective and therefore does not break out expenses per station. All expenses per month are shown in the profit and loss statements attached at Exhibit C, and at least one invoice for each regular expense is included in Exhibit D.
- b. All telephone services, utilities, and insurance purchased with respect to the operations of the Stations was contracted for by Ms. Sanders at the time of each Station's acquisition, or at later dates when services were changed. Ms. Sanders was authorized to do so in her role as secretary of Insane, and now as president. Ms. Sanders, who handled the finances for Insane during SR's life and now as the sole owner and officer, paid for all such services from Insane's accounts. With regard to equipment, no records remain of equipment purchases, however, any such purchases were also handled primarily by Ms. Sanders as the person who handled the financial side of the Stations' operations.

#### **QUESTION 10**

State whether the Trust has disbursed funds to or on behalf of the following individuals for any reason including but not limited to monies paid to the individual as grantor, beneficiary, employee, talent, and/or consultant:

- a. Bob Romanik
- b. Katrina Sanders

If so, Document the payments and identify the date, amount, and reason for each payment.

#### **ANSWER 10**

The Trust has not disbursed any funds to or on behalf of BR or Ms. Sanders.

#### **QUESTION 11**

Provide complete copies of the Stations' personnel and payroll records, including employment contracts, if any, from date of acquisition by the Licensee through present. For each employee identified, state who hired such employee and, if applicable, who caused the termination of his or her employment.

#### **ANSWER 11**

Station personnel and payroll records that are currently available to Licensee/Insane are attached hereto at Exhibit E.

SR oversaw the hiring of the Stations' staff during his tenure. He hired full-time employee of Insane, Terry Fox, in March 21, 2008. Mr. Fox served as general manager and

program director of the Stations. Mr. Fox also hosted various programs on the air over the years of his employment. In light of SR's passing, it is not known how SR identified Mr. Fox for hire, although his more than 30 years in radio as an on-air personality, program director, and producer certainly qualified him for the job. Mr. Fox was retained after SR's death on the determination of Mr. Watkins, in consultation with Ms. Sanders. His employment terminated on September 22, 2017, when Mr. Fox voluntarily retired from broadcasting.

As the station group grew, SR also hired Raymond Brammer to perform the role of assistant general manager, executive producer and program director of the Stations beginning August 20, 2010. Mr. Brammer, whose on-air name was Ray Diamond, also hosted various programs on the air over the years of his employment, including KZQZ's Golden Oldies programming. In light of SR's passing, it is not known how he identified Mr. Brammer for hire, but Mr. Brammer, like Mr. Fox, had more than three decades of experience as an on-air personality and in radio production and operations. Mr. Brammer stayed on at the Stations in this role after SR's death pursuant to the determination of Mr. Watkins, in consultation with Ms. Sanders. Brammer's employment terminated on February 24, 2017, upon his retirement from broadcasting.

Upon the retirement of Mr. Fox, Ms. Saunders engaged John Scheper, principal of Scheper Communications, on a consulting basis to provide services including station management, programming (including daily music playlist selection), routine engineering services, and general radio station operations consulting. Mr. Scheper was recommended to Ms. Sanders by Mr. Brammer, who had previously worked for Mr. Scheper. Mr. Scheper's engagement continues to the present.

Insane has employed several other part-time staff during the relevant timeframe, most of whom were hired by SR upon the advice of Mr. Fox and/or Mr. Brammer. Those individuals include Thomas "T. J." Stratton, a part-time board operator who has been employed by Insane since 2007; Chris Heatherly, a part-time board operator employed by Insane since April of this year; and various part-time salespersons working strictly on commission (Jill Robinson and Dennis Worflar being the most recent). Mr. Heatherly, Ms. Robinson and Mr. Worflar were all hired by Ms. Sanders.

## **QUESTION 12**

Indicate what programming, if any, has been under the control of: (a) the Licensee; (b) Insane; and (c) others. In this regard, list the issue-responsive programming the Licensee has broadcast, noting the name of the program(s), the time(s) broadcast, the person(s) involved in production and presentation of the program(s), and stating the name of each such person's employer.

**ANSWER 12**

All of the programming is subject to the ultimate control of the Licensee, represented by Mr. Watkins. Specifically, Mr. Watkins regularly communicated with SR about the Stations' programming and at times would participate in live shows. Since SR's death, Mr. Watkins communicates with Ms. Sanders regarding programming matters. As previously disclosed, Insane, which is run by Ms. Sanders, operates the Stations with the exception of KFTK, which has been operated by Entercom (as successor in interest to Emmis) since July 2016 pursuant to a Local Marketing Agreement (the "KFTK LMA"), a copy of which is available on the KFTK Online Public Inspection File and was filed with the Commission pursuant to 73.3613 of the rules.

Licensee and Insane have largely relied on the advice of seasoned radio professionals Messrs. Fox, Brammer, and Scheper in making program decisions, with the ultimate say being held and exercised by Mr. Watkins. Most of the programming is syndicated and delivered to the Stations pursuant to agreements between Insane and the program distributors.

The Stations have had several live programs produced by Insane employees over the years, and ultimately subject to Mr. Watkins' oversight. Currently there are two live shows, both of which air on KQQZ: (i) "The Kings Court," a live sports talk show hosted by Kevin Slaten which airs Monday-Friday from 7:00 am -9:00 am; and (ii) "On the Dark Side," a one hour political and current events talk program hosted by BR which airs live Monday-Friday from 10:00 am -11:00 am, and is run as a repeat (not live) on the Station at 4:00 pm and midnight Monday-Friday. Both of these programs are overseen by Mr. Watkins and Ms. Sanders. Specifically, Mr. Watkins discusses content of the shows with both hosts on a nearly daily basis, by phone or in studio.

With regard to issue-responsive programming, SR, on advice from Messrs. Fox and Brammer, contracted with Syndication Networks Corporation to air their *InfoTrak* programming, a weekly syndicated public affairs show featuring interviews with experts about topics such as consumer and financial issues, diversity and race, physical and mental health concerns, crime and substance abuse, and parenting challenges. Recent episodes have focused on domestic violence, DNA testing and privacy rights, cancer prevention, and safeguarding children from predators. This programming airs every Sunday morning on all of the Stations (except for KFTK) from 5 am to 6 am, and is documented in each of the Stations' online public files. In light of the high-quality coverage of issues of interest to the communities served by the Stations, Mr. Watkins and Ms. Sanders have retained the programming after SR's passing.

KFTK airs issues-responsive programming that is locally produced by Entercom and approved by Licensee, pursuant to the KFTK LMA. These programs, which cover such topics as Missouri public policy and legislative updates, pet health and fostering, black history and current race relations, resources for ex-offenders returning to the community, medical research, and education reform, airs on KFTK for at least one hour (sometimes more) between 5:00 am and 7:00 am every Sunday.

### **QUESTION 13**

Indicate who has received and/or been entitled to receive any profits and has been responsible for any losses of the Stations. If the answer to this question has changed at any point, such as after the death of Stephen Romanik, II, explain.

### **ANSWER 13**

The Trust, as amended and restated in 2012 and its successor document naming Ms. Sanders as beneficiary, in Section 3 specifies that all income derived by the Trust must be paid to the beneficiary. As sole beneficiary of the Trust, SR was the only individual entitled to receive profits from the Stations. Subsequent to SR's death and in keeping with being named the sole beneficiary of the Trust, Ms. Sanders is now the only individual entitled to receive any profits from the Stations. After the death of SR on September 17, 2015, there was no Trust beneficiary for a period of time, as the Trust had no successor beneficiary named and SR had, at his death, verbally assigned to BR (witnessed by Mr. Watkins) the power of appointment of a successor beneficiary under the Trust. Due to his grief, BR did not exercise this power for several months. In late spring of 2016, upon determination that SR's mother did not wish to be the Trust beneficiary, BR selected Ms. Sanders to be the Trust beneficiary and in June 2016 engaged Paul Lauber, the attorney who prepared the amended and restated Trust in 2012, to formalize the appointment of Ms. Sanders as beneficiary and to draw up paperwork to assign BR's role as Grantor to Ms. Sanders as well. Documentation related to these changes are found as attachments in response to Question 26 herein.

Both SR, prior to his death, and Ms. Sanders, as beneficiaries entitled to any income of the Trust, requested of Mr. Watkins that income earned by the Trust be directed to Insane for use in Station operations. Station losses are the responsibility of Insane, an S-corporation, which then flow through to the owner of Insane.

### **QUESTION 14**

For the period from acquisition of the Stations through present, submit any documents that name the following individual as having any role or relationship with the Stations, Licensee, and/or Insane, including but not limited to documents identifying that person as a contact, consultant, owner, employer, employee, contractor, or representative:

- a. Bob Romanik
- b. Stephen Romanik, II
- c. Katrina Sanders

### **ANSWER 14**

Unfortunately, a great majority of business records of the Stations were inadvertently destroyed after SR's death by third parties helping to clean out SR's house. What documentation is available and responsive to the questions is provided or described herein. In the interest of providing as much information as possible about the individual most often

named as having a role or relationship with the Stations or Licensee, documents are also provided that specify Mr. Watkins and/or the Trust. Such documentation is provided to demonstrate that there are all manner of documents naming Ms. Sanders and Mr. Watkins as the contact, contractor or representative of the Stations, but none that specify BR.

Real Property Tax Bills: Attached hereto at Exhibit F are property tax bills for real property owned by the Trust on which the four Station transmission towers are located. As is clearly noted on these documents, Licensee is the owner of the properties and Mr. Watkins is the specified contact.

Studio Lease: The lease for the main studios of the Stations and office of Insane was executed by Ms. Sanders. A copy is attached hereto at Exhibit G.

Vehicles used by the Stations: Attached hereto at Exhibit H are the vehicle registrations for the trucks owned by Insane and used by the Stations. Ms. Sanders is the named representative.

Banking: Attached hereto at Exhibit I is the 2008 Corporate Signature Card from Bank of America which remains in effective today. It confirms that only Mr. Watkins, SR, and Ms. Sanders are/were authorized to conduct banking on behalf of Insane.

Music Licensing: Attached hereto at Exhibit J is a copy of the original agreement with BMI for WWOZ (now WQQZ) clearly showing Mr. Watkins is the representative of the Stations and/or Licensee with regard to music licensing matters (unfortunately, the original agreements with the other licensing entities are not readily available). Invoices for BMI, ASCAP and SESAC, which are included in the invoices provided at Exhibit D, all corroborate that the Trust is the licensee and Mr. Watkins is the representative.

National Association of Broadcasters (NAB) Membership: Licensee is a member of NAB, and dues are invoiced to same. See an example attached hereto at Exhibit K.

Station Advertising Materials: Attached hereto at Exhibit L are copies of materials provided to potential advertisers, including a rate card and an announcement of a special 2018 promotion. Also included are two sample contracts for advertising spots. These documents identify Licensee as the owner of the stations and direct checks be made to the Trust.

Certificate of Liability Insurance: Attached hereto at Exhibit M is a copy of the certificate of commercial general liability insurance held by the Trust for the Stations' operations and specifying that the Trust d/b/a Insane is the insured.

### **QUESTION 15**

Provide a narrative concerning preparation of Licensee's 2006 trust document including:

- a. the name, title, and profession of the person who drafted it.
- b. the reason that Bob Romanik, grantor, was not named in the document.
- c. all documents and correspondence concerning formation of the trust.

### **ANSWER 15**

In late 2005, BR approached Mr. Watkins, a friend and local attorney, and explained his desire to establish a trust to benefit his son, SR. SR had expressed to BR a desire to enter the radio broadcasting business and BR wanted to help him do that. SR began discussions with Mr. Watkins to identify assets for the Trust to purchase with funding from BR.

Mr. Watkins prepared the 2006 trust document. Mr. Watkins is an attorney licensed in the State of Illinois and operates as a solo practitioner. He is a generalist, but focuses mostly on family law matters. It was his sincere belief at the time of drafting that, in order to be valid, the trust document only needed to name the beneficiary and trustee.

All correspondence concerning the formation of the 2006 trust was verbal and therefore there are no documents to provide.

### **QUESTION 16**

Provide all documents generated regarding decisions to change the Stations' call signs and program formats. Additionally, provide a narrative explaining the roles of the following people in those decisions:

- a. Dennis J. Watkins
- b. Bob Romanik
- c. Stephen Romanik, II
- d. Katrina Sanders

### **ANSWER 16**

Prior to SR's death, SR and Mr. Watkins were the decision-makers regarding call sign changes and Staton program formats. SR and Mr. Watkins relied on advice and input from general manager/program director Mr. Fox and assistant general manager Mr. Brammer in producing original programming or sourcing syndicated programming to fulfill the format ideals. All of the deliberations about such decisions were verbal and not documented.

Subsequent to SR's death, only Ms. Sanders and Mr. Watkins have authorized any call sign or program changes. Note that the call sign change of WQQX to KFTK(AM) in 2016 was made pursuant to the KFTK LMA referenced in Answer 12 above. At that time,



the live programming that had aired on WQQX (namely, BR's show) was migrated to sister station KQQZ.

Until the respective retirements of Mr. Brammer and Mr. Fox, Mr. Watkins and Ms. Sanders relied on their advice regarding program format and call sign changes. Since September 2017, Mr. Watkins and Ms. Sanders have relied on the advice of Mr. Scheper on such decisions.

In truth, there has been very little in the way of format change over the years the Stations have been held by Licensee. KQQZ was always primarily a classic country station with some news talk programming; aside from the addition of Mr. Slaten's sports talk show in 2016, the format remains the same. KZQZ has always been an "oldies" formatted station, with a special focus on blues and soul. WQQW was also an oldies-formatted station for most of the years under Licensee, but switched to a mostly syndicated news-talk format, with local agricultural news programming inserted twice per day, in March 2018.

BR has never had a role in deciding any station formats or call sign changes.

#### **QUESTION 17**

Provide a narrative describing the manner in which the potential for a sale, Local Management Agreement, or other Contract pertaining to KFTK(AM) and/or any Co-owned Station with Emmis or any other party was first recognized. Your answer should include, but not be limited to, the name of the person, title, and company who raised the idea; the circumstances which led to the idea; and the names, titles, and companies of those who initiated and who received the communication; and the date of and way the idea was communicated. Produce any Document pertaining to the idea and any related communication.

#### **ANSWER 17**

Mr. Watkins received a telephone call from John Beck, then-St. Louis market manager for Emmis Communications, in early June 2016 representing that Emmis was seeking to program an AM station to utilize as the primary station for an FM translator that was licensed to Emmis. Because of applicable FCC rules regarding the coverage area of a translator not exceeding that of its primary station, Mr. Beck explained that there were several stations which had technical facilities that met the Emmis requirements, including KFTK (then WQQX). Mr. Watkins and Mr. Beck negotiated the terms of an LMA through voice calls and email correspondence (Mr. Watkins does not have any of the email communications any longer) and ultimately received from Mr. Beck a proposed LMA document on June 16, 2016, which provided instructions on further discussions with Emmis' counsel, Scott Enright. Mr. Watkins then referred the matter to Mr. Lepore, who continued the remainder of the document negotiation with Mr. Enright until the LMA form was approved and executed by Mr. Watkins and Emmis, and subsequently filed with the

FCC pursuant to 47 CFR 73.3613. There is no document relating to the initial idea and its communication to Mr. Watkins by Mr. Beck in the possession of Licensee.

**QUESTION 18**

Describe the roles, if any, of the following individuals and entities in discussing, pricing, negotiating, approving, and/or implementing the terms of a sale, LMA, or other Contract with Emmis and/or Entercom for KTFK(AM) and/or any Co-owned Station:

- a. Bob Romanik
- b. Dennis J. Watkins
- c. Insane
- d. Katrina Sanders
- e. Others acting on behalf of one of the above-named.

In connection with this question, provide a narrative of the person's function/role and all documents in which the person is named or is a signatory in connection with any matter related to the Contract. For "others" responsive to subsection 17(e), provide name, title, profession, company, and the name of the individual who hired them for this purpose.

**ANSWER 18**

- a. Bob Romanik – none
- b. Dennis J. Watkins - see answer 17 above;
- c. Insane - none
- d. Katrina Sanders - provided information subsequent to completion of negotiations regarding implementation of the LMA (i.e. provided accounting and financial information to Emmis to facilitate payments due, provided assistance in securing required insurance certifications);
- e. FCC Counsel Anthony T. Lepore, Radiotvlaw Associates, LLC - pursuant to the direction of Mr. Watkins, negotiated the final form of LMA documentation with Emmis counsel Scott Enright, facilitated, with the consent of Mr. Watkins, the call sign change from WQQX to KFTK as requested by Emmis for implementation of the LMA, filed redacted copy of LMA with FCC pursuant to 73.3613 of the Rules, and obtained insurance certification from Licensee's insurer and provided to Scott Enright to fulfill conditions in LMA.

**QUESTION 19**

Provide a narrative identifying dates and nature of any interaction Bob Romanik had with Dennis J. Watkins, Emmis, and/or Entercom concerning a sale, Local Management Agreement, or other Contract pertaining to KTFK(AM) and/or any Co-owned Station, including but not limited to (a) telephone calls, (b) e-mails, and (c) in-person meetings. Provide copies of written records of each such communication.

**ANSWER 19**

Sometime between June 16, 2016 (when the initial draft of the KFTK LMA was circulated by Emmis) and July 13, 2016 (when the LMA was executed), Mr. Watkins, BR and Mr. Beck (Emmis St. Louis market manager) had a business lunch to discuss the proposed WQQX (now KFTK) LMA implementation and general radio business discussion of the St. Louis radio market. Mr. Watkins periodically apprised BR during this period of time on the status of negotiations and documentation with Emmis for informational purposes via telephone calls and/or in-person meetings. There are no written records of any such communications.

**QUESTION 20**

Document any agreements, including but not limited to consulting agreements that Bob Romanik has with Emmis and/or Entercom. If any agreement is oral, its substance should be reduced to writing. Identify any consideration that Bob Romanik receives pursuant to such agreements.

**ANSWER 20**

BR has no agreements, for consulting or otherwise, with Emmis or Entercom. Accordingly, BR has never received any compensation from Emmis and/or Entercom.

**QUESTION 21**

Indicate whether Bob Romanik has played a role in any of the Stations' operations, management, and programming since acquisition by the Trust including but not limited to roles as a writer, announcer, host, deejay, and/or programmer. List such broadcasts, noting the name of the program(s); the time(s) broadcast; whether the program is aired live; and the role of Bob Romanik. Identify any consideration that Bob Romanik receives pursuant to such agreements.

**ANSWER 21**

BR's role with regard to the Stations, first and foremost, has been that of on-air host. BR is the host of "On the Dark Side," a one hour political and current events talk program which airs live on KQQZ Monday-Friday from 10:00 am -11:00 am, and is run as a repeat (not live) again at 4:00 pm and midnight, Monday-Friday. Prior to 2016, the show aired live on WQQX (now KFTK) and was simulcast on KQQZ. On the program, BR styles himself as "The Grim Reaper of Radio".

BR has had a limited role in any of the Stations' operations since they were acquired by the Trust. As previously explained to the Commission in responsive pleadings, BR typically spends no more than two and a half hours per weekday at the shared main studio for the Stations,

with all, or almost all, of this time relating to his program. BR typically arrives at the studio one hour ahead of the start of his show to prepare, hosts the one-hour show, then departs the studio within fifteen minutes after the conclusion of the program. As has also been disclosed previously, BR has been known to run errands or handle discrete matters relating to the Stations for Insane, particularly when SR was alive. As would be expected of on-air talent, BR has also been involved in writing and recording promotional spots for the On the Dark Side program, as well as KQQZ generally.

BR has never held, or held himself out as having, a managerial, operational, or programming role (other than for his own one-hour daily show) at the Stations, which are operated by Insane and have always had not only the owner/president of Insane (first SR, then Ms. Sanders) at the helm but, for most of the period that the Stations have been owned by the Trust, have also had seasoned and experienced radio professionals overseeing daily operations and programming.

BR's agreement with Insane for his on-air services have only recently been reduced to writing. Prior to the formalizing of the relationship, BR has never received compensation for hosting the program – he enjoyed it as something to do in his retirement that also benefitted his son's business. Now, pursuant to the Performer Agreement, BR receives nominal compensation.

## **QUESTION 22**

Provide any documents that set forth the manner in which Licensee has supervised any participation by Bob Romanik in the Stations' operations. Include a description of the methods, if any, by which Bob Romanik and Dennis J. Watkins communicate regarding management or operation of the Stations.

## **ANSWER 22**

Other than the Performer Agreement now in place, there are no documents setting forth BR's participation in any Station operations, nor are there any documents setting forth the manner of Licensee's supervision of BR. Mr. Watkins listens to BR's program on most days, and typically calls BR after the program to discuss or, if Mr. Watkins is at the main studio, discusses the show with BR in person.

## **QUESTION 23**

Document Licensee's policies applying any restrictions or limitations as to on-air language. If Bob Romanik has an on-air role on any of the Stations, state whether his broadcasts have always been consistent with the Licensee's policies. If not, describe and Document any corrective actions Licensee has taken.

### **ANSWER 23**

Licensee's policy with regard to on-air language is to give on-air hosts wide latitude but without the bounds of FCC policy. Station KQQZ uses the tagline "The 1<sup>st</sup> Amendment and All American Station," and it aims to promote freedom of speech. However, consistent with the Commission's policies regarding indecent and profane speech except during safe harbor times, all on-air talent and board operators are instructed by Mr. Watkins and Insane that the so-called "seven dirty words" are not permitted to air over the Stations. Generally speaking, Mr. Watkins takes the approach of applying local community standards to determine whether on-air language should be restricted, and his conclusion has typically been that, while some individuals might find certain slang or coarse language offensive, if language is regularly utilized in the St. Louis-area community (and not one of the prohibited words), it is protected by the 1<sup>st</sup> Amendment and permitted to air over the Stations.

Mr. Watkins is fully aware that BR's program regularly covers controversial topics and BR often says things that some might find offensive. Mr. Watkins nevertheless is supportive of BR's program and on-air style. As best can be recalled, BR has been "bleeped" a total of three times in the twelve years he has been on the air. See below.

### **QUESTION 24**

Describe any safeguards, including but not limited to time delays and "bleeping," that Licensee has in place to prevent listeners from receiving content that is inconsistent with its policies. Provide details of any situations that any such procedures have been used during programs in which Bob Romanik has a role.

### **ANSWER 24**

All live shows on Licensee Stations are operated on an 8-second delay to allow "bleeping" or dumping (if the language is from a live caller). As is not unusual for a live call-in show, callers are routinely "dumped" for language, although typically not more than once per week. When a caller is dumped for language, BR makes a point of stating on the air, as a warning to other callers, that callers must watch their language or they will be dumped.

As noted above, it is believed that BR has been "bleeped" a total of just three times in twelve years – all of which took place prior to 2012 (after receipt of a petition in 2012 calling into question certain language used on the Stations, Licensee and Insane redoubled their efforts to ensure adherence to the FCC's rules as pertains to indecent and profane language). In the three instances in which BR was bleeped, one time was for an inadvertent use of the word "bullshit", and twice was for use of the word "goddamn" or "goddamned". Obviously the word "shit" is prohibited language and thus was bleeped by the board operator. "Goddamn" was deemed by Licensee to be offensive to the community served by the Stations and therefore the board operators were instructed to bleep its usage. BR has since refrained from using the term in his programs.

**QUESTION 25**

Provide a narrative and documents concerning Bob Romanik's involvement, if any, in applying for or obtaining an FM translator station for Licensee and/or Stations.

**ANSWER 25**

BR has had no involvement in applying for or obtaining an FM translator station for any of the Stations. With regard to the application pending for a new FM translator to rebroadcast WQQW, Mr. Lepore advised Mr. Scheper of the window filing opportunity. Mr. Scheper then advised Ms. Sanders, who, after consulting with Mr. Watkins, approved moving forward and authorized Mr. Scheper to work with Mr. Lepore to prepare and prosecute the application.

**QUESTION 26**

Provide all Documents connected to control of and interests in the Stations and Insane following the death of Stephen Romanik, II, including but not limited to wills, trusts, designation of beneficiaries and/or successor beneficiaries, and acceptance or refusal of interests in the Trust and/or Stations.

**ANSWER 26**

Attached hereto at Exhibit M, please find the following documents:

1. Assignment of Beneficial Interest in Trust
2. Assignment [of trust assets]
3. Trust Agreement of Entertainment Media Trust #2.

**QUESTION 27**

Provide a narrative explaining: (a) the legal authority for Bob Romanik's naming of Katrina Sanders as beneficiary of the Trust; (b) the events upon which Katrina Sander's status as beneficiary might cease; and (c) the process by which a successor beneficiary to Katrina Sanders will be selected. Also provide the name, address, and relationship of all persons whom Katrina Sanders has named as successor beneficiaries.

**ANSWER 27**

As discussed above in answer to Question 13, SR verbally assigned his power of appointment of a successor beneficiary under the Trust to BR. This assignment occurred in the presence of Mr. Watkins in SR's hospital room a few days prior to SR's death. Ms. Sander's status as beneficiary will cease upon the earlier of the following events: (i) she names an alternate beneficiary (in her role as Grantor), or (ii) she dies. Upon Ms. Sanders' death, the Trust

#2 trustee is to distribute the trust assets to whomever is specified in Ms. Sanders' will, if such exists, or to BR if a will does not effectively appoint a successor beneficiary.

**QUESTION 28**

Provide home and business addresses and telephone numbers for: (a) Bob Romanik; and (b) Katrina Sanders. Describe the nature and length of any personal and/or business relationship between Bob Romanik and Katrina Sanders.

**ANSWER 28**

BR's home address is 23 Towne Hall Estates Drive, Bellville, IL 62223. His phone number is 618-277-2460. BR is retired and has no business address separate from his home address.

Ms. Sanders' home address is 23 Towne Hall Estates Drive, Bellville, IL 62223. Her phone number is 618-277-2460. Her business address is 6500 West Main Street, Suite 315, Belleville, IL 62223. Her business telephone is 618-394-1430.

BR and Ms. Sanders have been friends or in a personal relationship for approximately 35 years. For many years, Ms. Sanders and BR had a business relationship as well, in that Ms. Sanders owned and operated businesses under the name Showclubs International, Inc., which leased real property from BR. The relevant real property owned by BR personally was sold over a period of time, with the last sale occurring in 2016.

**QUESTION 29**

Describe any familial and/or business relationships that exist or have existed between Dennis J. Watkins and:

- a. Bob Romanik
- b. Katrina Sanders

including but not limited to the names of businesses in which Dennis J. Watkins has been a business partner with or provided services to Romanik, Sanders, or both.

**ANSWER 29**

There is no familial relationship between BR and Mr. Watkins, nor between Ms. Sanders and Mr. Watkins. Other than with regard to the Trust, there is no business relationship, nor has there even been, between BR and Mr. Watkins, or between Ms. Sanders and Mr. Watkins.

**DECLARATION OF DENNIS J. WATKINS**

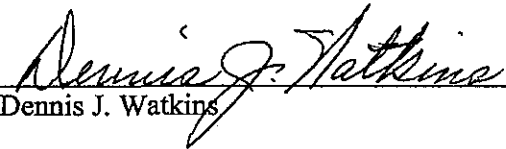
I, Dennis J. Watkins, do hereby declare under penalty of perjury, that:

1. I am the duly appointed trustee of the Entertainment Media Trust #2 (and was trustee for the superseded Entertainment Media Trust) and, in that capacity, I am effectively the Federal Communications Commission licensee of AM radio broadcast stations: KQQZ, Fairview Heights, MO (Facility ID 5281); KZQZ, St. Louis, MO (Facility ID 72391); WQQW, Highland, IL (Facility ID 90598); KFTK, East St. Louis, IL (Facility ID 90598); and applicant for W275CS, Highland, IL (Facility ID 200438).

2. I have reviewed the enclosed responses to the Letter of Inquiry dated May 17, 2018.

3. The facts and representations stated in the responses are true and accurate to the best of my knowledge and belief.

Executed on this 26<sup>th</sup> day of June, 2018.

  
Dennis J. Watkins

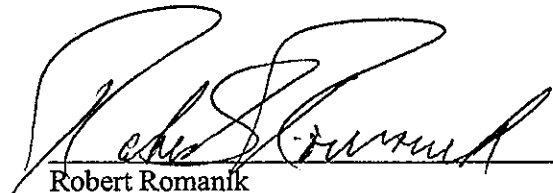


**DECLARATION OF ROBERT ROMANIK**

I, Robert Romanik, do hereby declare under penalty of perjury, that:

1. I am a semi-retired businessman and retired former police chief and police officer.
2. I host a daily (weekday) one hour radio talk program currently aired on KQQZ.
3. I initially funded a trust to benefit my son, Stephen Romanik II, more than a decade ago in an effort to support whatever business endeavors he might seek to follow after he retired from policing.
4. While I do host a program and have occasionally run an errand or undertaken a task as assigned by the operator of the Stations, Insane Broadcasting Corporation, I do not hold myself out as an owner or an authority speaking on behalf of any of the stations licensed to Entertainment Media Trust, nor do I have any oversight over station programming, personnel or ongoing operations.
5. I have reviewed the enclosed responses to the Letter of Inquiry dated May 17, 2018.
6. The facts and representations stated in the responses with regard to my relationship to and role in the Stations operations, are true and accurate to the best of my knowledge and belief.

Executed on this 26<sup>th</sup> day of June, 2018.



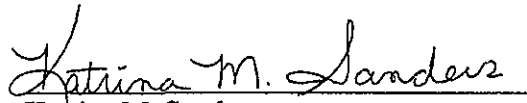
Robert Romanik

**DECLARATION OF KATRINA M. SANDERS**

I, Katrina M. Sanders, do hereby declare under penalty of perjury, that:

1. I am the grantor and beneficiary of the Entertainment Media Trust #2.
2. I am president and sole stockholder of Insane Broadcasting Company, which operates the radio broadcast stations licensed to Entertainment Media Trust under the direction of the trustee, Dennis J. Watkins.
3. I have reviewed the enclosed responses to the Letter of Inquiry dated May 17, 2018.
4. The facts and representations stated in the responses are true and accurate to the best of my knowledge and belief.

Executed on this 26<sup>th</sup> day of June, 2018.

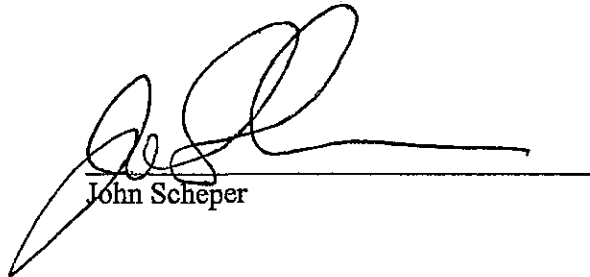
  
Katrina M. Sanders

**DECLARATION OF JOHN SCHEPER**

I, John Scheper, do hereby declare under penalty of perjury, that:

1. I am a radio broadcast and engineering professional doing business as Scheper Communications.
2. I am a consultant to Insane Broadcasting Corporation, the entity operating Stations licensed to Entertainment Media Trust.
3. I have reviewed the enclosed responses to the Letter of Inquiry dated May 17, 2018.
4. The facts and representations stated in the responses with regard to my consulting arrangement and my role in Station operations, including the application for a new FM translator station, are true and accurate to the best of my knowledge and belief.

Executed on this 26<sup>th</sup> day of June, 2018.



John Scheper

**DECLARATION OF ANTHONY T. LEPORE, ESQ.**

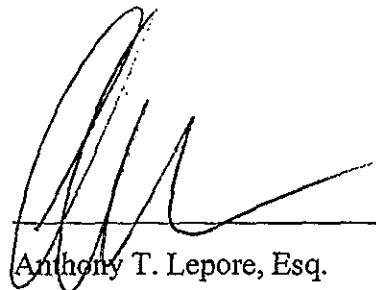
I, Anthony T. Lepore, Esq., do hereby declare under penalty of perjury, that:

1. I am communications counsel for Entertainment Media Trust (EMT) and served as counsel for EMT during its acquisition of 3 of the 4 AM stations licensed to it as well as served as its counsel during the KFTK LMA negotiation in 2016 and during the AM Revitalization proceeding relative to W275CS.

2. I have reviewed the enclosed responses to the Letter of Inquiry dated May 17, 2018.

3. The facts and representations stated in the responses with regard to my role in connection with the acquisition of 3 of the 4 radio stations licensed to EMT as well as my role in the KFTK LMA negotiations with Emmis' counsel in 2016, and my role in EMT's application for FM Translator W275CS as part of the AM Revitalization proceeding are true and accurate to the best of my knowledge and belief.

Executed on this 27 day of June, 2018.




Anthony T. Lepore, Esq.

**CERTIFICATE OF SERVICE**

I, Michelle Brown Johnson, of Fletcher, Heald & Hildreth, PLC, hereby certify that a copy of the foregoing response with certain exhibits redacted pursuant to the confidentiality request of Entertainment Media Trust, Dennis J. Watkins, Trustee, to the Letter of Inquiry dated May 17, 2018, was sent this 2<sup>nd</sup> day of July, 2018, via First Class U.S. Mail, postage prepaid, to the following:

Richard A. Helmick, Esq.  
Wilkinson Barker Knauer, LLP  
1800 M Street, N.W.  
Suite 800N  
Washington, DC 20036

Caleb Friz  
9915 Heatherton Drive  
St. Louis, MO 63123  
(Answers to Questions 21-24 only)

  
Michelle Brown Johnson

**EXHIBIT A**

**LOCAL MARKETING AGREEMENT  
BETWEEN LICENSEE AND INSANE BROADCASTING**

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of July 1, 2018, between Entertainment Media Trust, a trust established under the laws of the State of Illinois ("Licensee"), and Insane Broadcasting Corporation, an Illinois corporation ("Programmer").

Recitals

A. Licensee owns and operates the following radio stations (the "Station") pursuant to licenses issued by the Federal Communications Commission ("FCC"):

KFTK (AM) (Facility ID #72815), East St. Louis, IL, KQQZ (AM) (Facility ID #5281), Fairview Heights, IL, KZQZ(AM) (Facility ID #72391), St. Louis, MO, and WQQW(AM) (Facility ID #90598), Highland, IL (each a "Station" and collectively the "Stations")

B. Licensee has previously entered into a Local Programming and Marketing Agreement for KFTK dated July 13, 2016 with a third party (the "KFTK LMA") which remains in full force and effect;

C. The parties desire that Programmer provide the programming for broadcast on KQQZ, KZQZ and WQQW on the terms set forth in this Agreement;

D. The parties further desire that Programmer provide certain administrative and financial staff and resources to Licensee in the operation of all the Stations.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term.

(a) The term of this Agreement (the "Term") will begin on July 1, 2018 (the "Commencement Date") and will continue for a period of four years, unless extended or earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement). The Term shall automatically extend for any period of time that the Station is off the air for more than 48 hours consecutively.

2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on KQQZ, KZQZ and WQQW (the "Programmed Stations") (including any and all of the primary and secondary program streams and ancillary uses) for programming provided by Programmer (the "Programs") for broadcast twenty-four (24) hours per day, seven (7) days per week (the "Broadcasting Period"). Programmer shall be solely and exclusively responsible

for the delivery of the Programs to the Programmed Stations for broadcasting on the Programmed Stations in a manner that ensures the technical quality of the Programs is compliant with all applicable laws, including the rules and regulations of the Federal Communications Commission. Licensee shall have the right to approve, in advance, the method of delivery and equipment used for such delivery to the Programmed Stations. Any additional equipment required to deliver the Programs shall be solely the responsibility of the Programmer to acquire and arrange for installation, provided it shall be approved in advance by Licensee. In each case, Licensee's consent not to be unreasonably withheld, conditioned or delayed.

3. Advertising. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Programmed Stations and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all broadcast advertising revenue of the Programmed Stations. During the Term, Licensee shall not sell any advertising or other paid programming on the Programmed Stations, except as provided by Section 6(b) below.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on Schedule A attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Programmed Stations' lease agreements, and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall retain ultimate control over the operation of the Programmed Stations and over all persons working at the Programmed Stations during the Term. Licensee shall bear responsibility for the Programmed Stations' compliance with the rules, regulations and policies of the FCC and all other applicable laws and shall retain control over the policies, programming and operations of the Programmed Stations.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee reasonably believes to be contrary to the public interest, or (ii) substituting programs which Licensee reasonably believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (x) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations, and policies of the FCC, (y) preempt any Program in the event of a local, state, or national emergency, or (z) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. If in any month Licensee preempts any Programs, Licensee shall refund to Programmer such portion of the monthly payment made to Licensee pursuant to Section 5 hereof as the total time preempted bears to the total amount of time in the Broadcasting Period for such month. In addition, Programmer shall have the right to terminate this Agreement on ten (10) days' notice to Licensee if Licensee preempts Programming on any one occasion for more than four hours or on more than three occasions during any twelve month period during the Term.



(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Programmed Stations and Licensee shall include such letters in the Programmed Stations' public inspection files as appropriate.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer intends to broadcast and has determined that the broadcast of such programming on the Programmed Stations would serve the public interest. Notwithstanding the foregoing, Programmer agrees not to change the format of the Programmed Stations without the prior written consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenue received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer. Programmer shall maintain and deliver to the Programmed Stations and Licensee such records and information required by the FCC to be placed in the public inspection file of the Programmed Stations relating to the broadcast of political programming and advertisements, in accordance with the provisions of Sections 73.1943 and 73.3526 of the FCC's rules, and pertaining to the broadcast of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of Section 73.1212 of the FCC's rules. In particular, and without limitation, Programmer shall immediately provide to Licensee complete records of all requests for broadcast time made by or on behalf of any candidate for public office, together with information concerning the disposition of such requests and the charges made. Programmer also shall consult with Licensee concerning the Programming to ensure that the Programmed Stations is compliant with the Act and all other applicable statutes and the rules, regulations and policies of the FCC, as announced from time to time, with respect to the carriage of political advertisements and programming and the charges permitted therefor.

(c) Copyright. Notwithstanding any other provision of this Agreement, Programmer shall not broadcast any program that requires the consent or authorization of a third party (including but not limited to sporting events, copyrighted material, or any material which is

subject to performance rights or other property rights) without first obtaining such consent. If Licensee requests a copy of a required consent, Programmer will provide Licensee with a copy within three (3) business days. In the event Programmer broadcasts any programming without the required consent, Programmer shall indemnify Licensee for any and all liability arising from such unauthorized broadcast. Programmer shall be responsible for the maintenance and completion of all logs and records necessary for obtaining and maintaining any required music licenses from BMI, ASCAP, SESAC, GMR and SoundExchange. Programmer shall execute, where applicable, amendments to such music licenses to obligate Programmer to remit payment for such music licenses. Notwithstanding the foregoing, Programmer shall at all times be responsible to Licensee to reimburse Licensee for any and all required payments made to BMI, SESAC, ASCAP, GMR or SoundExchange for any required music licenses for programming material provided by Programmer during the Term, which payment shall be in addition to any other compensation provided for herein.

7. Expenses. Licensee will pay for the maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Programmed Stations' broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites (subject to reimbursement by Programmer as provided on Schedule A).

8. Employees. Programmer shall employ all personnel utilized in the production of the programs supplied to Licensee under this Agreement.

9. Traffic Support. Subject to the direction and control of Licensee, Programmer shall provide traffic services for the scheduling of commercials on the Programmed Stations and the maintenance of related logs and records for both the Programmed Stations and KFTK, as required by applicable FCC rules.

10. Facilities Maintenance. During the Term, Licensee shall maintain the operating power of the Station within licensed parameters authorized by the FCC for the Programmed Stations. Subject to the control of Licensee, and at the request and direction of Licensee, Programmer personnel shall maintain and repair the broadcast equipment of both the Programmed Stations and KFTK, including but not limited to transmission facilities of both the Programmed Stations and KFTK.

11. Access. During the Term, Licensee shall provide Programmer such access to the Programmed Stations' towers and transmitter sites as Programmer may reasonably request upon advance (24 hour) notice to Licensee to perform the obligations set forth in Section 10 above.

12. Representations. Programmer and Licensee each represent and warrant to the other that (a) it has the power and authority to enter into this Agreement and to perform the obligations contemplated hereby, (b) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (c) it has duly authorized this Agreement, and this Agreement is binding upon it, and its beneficiaries, successors and assigns, and (d) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any material agreement to which it is a party or by which it is bound.

Licensee and Programmer also acknowledge that the principal of the Programmer is also the current beneficiary of the trust comprising the Licensee.

13. Events of Default.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect; (ii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect; or (iii) Programmer fails to remit payment in accordance with Schedule "A" in a timely fashion.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect; or (iii) Licensee suffers a revocation, non-renewal or other loss of any of the Programmed Stations' FCC licenses.

(c) Notwithstanding the foregoing, an Event of Default (other than an Event of Default under Section 13(a)(iii) or Section 13(b)(iii) or a failure of Licensee to broadcast the Programming other than due to a *Force Majeure* event) will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, in the absence of a timely cure pursuant to this Section 13, and in addition to any other remedies that may be available to the non-defaulting party, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. In the Event of Default pursuant to Section 13(a)(iii), no written notice specifying the Event of Default shall be required and failure to remit payment by the 5<sup>th</sup> day of any month shall result in a late charge as provided in Schedule "A" and failure to remit payment by the 10<sup>th</sup> day of any month on more than one occasion in any twelve month period shall result in automatic termination of this Agreement.

14. Indemnification.

(a) Programmer shall indemnify and hold Licensee harmless against any and all claims, damages or liabilities arising from or in connection with the broadcast of the Programs on the Station, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Programmer further agrees to indemnify Licensee against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges to the extent based upon Programmer, Programmer's conduct or the Programs and brought by parties unrelated to and unaffiliated with Licensee, and agrees to indemnify Licensee for any damage to the Programmed Stations' assets caused by Programmer.

(b) Licensee shall indemnify and hold Programmer harmless against any and all claims, damages or liabilities arising from or in connection with the broadcast of Licensee's programming on the Programmed Stations, including, without limitation, all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade

names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee further agrees to indemnify Programmer against any petitions to deny, petitions for revocation, petitions for orders to show cause, or other challenges to the extent based upon Licensee, Licensee's conduct or Licensee's programming and brought by parties unrelated to and unaffiliated with Programmer.

(c) The obligations under this Section 14 shall survive any termination of this Agreement for a period of one (1) year.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, not to be unreasonably withheld, conditioned or delayed. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

16. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee may file a copy of this Agreement with the FCC, and that Licensee shall place a copy of this Agreement in the Programmed Stations' public inspection files.

17. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or electronic delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Licensee, then to:

Dennis J. Watkins, Trustee  
Entertainment Media Trust  
100 W. Main Street  
Belleville, IL 62220  
Phone: 618-567-1228

With a copy to:

Radiotvlaw Associates, LLC  
Anthony T. Lepore, Esq.  
4101 Albemarle St NW #324  
Washington, DC 20016  
Email: [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

if to Programmer, then to:

Insane Broadcasting Corporation

6500 W. Main Street, Suite 315  
 Belleville, IL 62220  
 Attention: Katrina Sanders

18. Miscellaneous. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

19. Certifications. Licensee certifies that it maintains ultimate control over all the Stations' facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

22. Force Majeure Events. Any failure or delay in the performance of either parties' obligations under this Agreement, which is not directly or indirectly the fault of that party or its employees or agents due to acts of God, *force majeure* or any other causes beyond the control of that party (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement. An interruption of the Programmed Stations' transmitter signals for less than 48 consecutive hours due to mechanical, electrical, or weather related issues is specifically deemed to be a "*Force Majeure Event*". Licensor will endeavor to restore licensed operations to the Station as soon as possible in such event.

23. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Programmer shall not assign its interest or delegate its duties under this Agreement without the prior written consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed.

24. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE: ENTERTAINMENT MEDIA TRUST

By: Dennis J. Watkins - trustee  
Dennis J. Watkins, Trustee

INSANE BROADCASTING CORPORATION

By: Katrina Sanders  
Katrina Sanders, President

Schedule A

For the broadcast of the Programs, during the Term, Programmer will pay to Licensee \$100.00 per month (the "Base Fee").

In addition to the above-mentioned Base Fee, Programmer shall reimburse the Licensee monthly (commencing with the month of July 2018) in \$US Dollars for all costs it incurs in association with the operation of the Programmed Stations as FCC Licensee, including, but not limited to, utilities, rents, insurance, licensing fees, FCC Regulatory Fees and all other items necessary and incident to the operation of the Programmed Stations (collectively, the "Operating Costs"). Licensee shall monthly (on the final business day of each month) provide invoices to Programmer of all such Programmed Stations' Operating Costs received in the prior month and Programmer shall remit reimbursement for such invoices within ten (10) calendar days of receipt from Licensee. Programmer shall also reimburse Licensee for any repairs or capital improvements necessary for the Programmed Stations to continue licensed operations, which shall also constitute an Operating Cost. If the reimbursement payments are not received by the tenth (10<sup>th</sup>) calendar day after receipt of said request, the Programmer shall be deemed to be material default of this Agreement.

MONTHLY PAYMENTS. Payment of the Base Fee and Operating Costs for the initial month of this Agreement shall be paid concurrent with the signing of this agreement. Thereafter, on or before the 1<sup>st</sup> calendar day of each Month, Programmer shall pay to Licensee the Base Fee and Operating Costs. Time is of the essence with respect to the payment of the Base Fee. A late fee of 5% of the outstanding balance due shall be due for any payment described above which is not paid by the end of the 5<sup>th</sup> calendar day of the month in which it is due. If Programmer is more than five days delinquent on more than one occasion during any twelve month period, the Programmer shall be deemed to be in default without the necessity of any additional notice and the Licensee shall have the right to terminate this Agreement together with any other remedy provided for herein.

**EXHIBIT B**

**PERFORMER AGREEMENT**



**PERFORMER AGREEMENT**

Date: As of July 1, 2018	"Artist": Robert Romanik
Station: KQQZ 1190 AM	Role: On Air Talk Host
"Company": Insane Broadcasting Company 6500 W. Main St., #315 Belleville, IL 62223 Attn: Katrina Sanders	Artist Address: _____ _____ E-Mail: _____

This agreement sets forth the terms and conditions of the agreement between Company and Artist in connection with Artist's services, appearance, and participation in a weekday daily one (1) hour audio program to be broadcast on the Station (the "Program").

**DEAL TERMS**

1. **CONDITIONS PRECEDENT**: This Agreement and all of Company's obligations hereunder are expressly conditioned upon, and subject to, the satisfaction of the following conditions precedent (collectively, the "**Conditions Precedent**"): (a) Artist having the right and authority to enter into this Agreement; (b) Artist having the ability to provide the services set forth herein; (d) Company's receipt and acceptance of an executed copy of this Agreement (including all exhibits hereto), in the form submitted to Artist by Company as the form for execution; (e) Artist's compliance with all insurance and governmental requirements, including, but not limited to, completing, signing and delivering to Company all required background, medical, tax and immigration forms (if and as applicable); (f) Company's receipt of any and all documentation required by Company or Company's payroll company; and (g) Company's receipt of any and all information and documentation required or requested by Company in connection with immigration and statutory record-keeping and identification verification regulations and requirements, including, but not limited to, documentation that demonstrates that Artist is eligible to work for Company in the United States.

2. **PROGRAM**:

(a) For good and valuable consideration, Artist agrees to participate as host each weekday for one (1) hour commencing at 10 am CST and ending at 11 am CST on a public affairs/talk audio program ("Program") airing on the Station, which includes the right of Company to rebroadcast the Program up to three (3) additional times each calendar week.

Artist hereby grants to Company a perpetual, worldwide, non-exclusive license to use Artist's performances as the host of the Program in and in connection with the Program and in the advertising, promotion, ancillary and derivative uses (including but not limited to Merchandise authorized hereunder) thereof perpetually in all media now known or hereafter devised.

**3. PROGRAM COMPENSATION**

(a) Fees: Provided that Artist renders and completes all required services hereunder, furnishes all required material and is not in uncured breach or default hereof, Artist shall be paid as full consideration for all rights granted under this Agreement as follows:

i. A flat fee of [REDACTED] (\$[REDACTED]) per week for each week Artist renders on-air hosting services for the Program ("**Participation Fee**").

(b) Pay Schedule: Company shall pay Artist the Participation Fee for the Program on a monthly basis. No additional payments shall be required in respect of the on-air hosting services rendered at night, on weekends, on holidays, overtime or otherwise, or after the expiration of any particular number of hours in any day except as otherwise provided hereunder.

4. **TRAVEL**: In the event that Company specifically requires Artist to travel to an overnight location that Artist is not already scheduled to visit (i.e., Artist is required by Company [or its designee] to travel to such location solely in connection with the Program or in connection with an event staged by Company, and such travel is independent of travel already planned or being undertaken by Artist) and such location is more than seventy-five (75) miles away from Belleville, Illinois and such location is not Artist's residence (primary or secondary), Company shall provide Artist with the following on an if available, if-used basis: (a) one (1) round trip coach-class airline ticket (or business class for flights between the US and an overseas destination); (b) standard hotel accommodations (such accommodations provided by Company shall be for room and room tax only, and excludes room service, telephone calls, internet, mini-bar and any other charges); and (c) \$40 per diem for each day on location where an overnight stay is required (half day rate for travel days). All travel arrangements, including but not limited to the acquisition of airline tickets, booking of accommodations, etc., shall be made through Company's location or travel department unless prior written approval is obtained from Company's business affairs executive.

**5. EXCLUSIVITY:**

(a) Artist agrees, for the period commencing with the effective date of this Agreement and continuing through and including one (1) year after termination of the Program (the "**Exclusivity Period**"), Artist's on-air hosting and promotional services will be exclusive to Company in all media.

(b) In furtherance, and, without limitation, of the foregoing, Artist will not appear on or in, or participate in any way with, any other radio or television programming; Digital Service (as defined below); print media (including, without limitation, digital publishing); live performance or personal appearance (including, without limitation, in-store appearances, at clubs or at malls); commercials or other endorsements; merchandising (including, without limitation, gaming on any platform); or any other program, product or service in any media now known or hereafter devised, without Company's prior written consent. Company shall determine in its sole and absolute discretion whether to grant its permission in each instance. As used herein, "**Digital Service**" means any website, program, service or product delivered by means of any internet or wireless protocol now known or hereafter devised, including, without limitation, any social media application, service or website, such as Facebook, Youtube, Netflix or Twitter.

6. **PROMOTION**: Artist shall render publicity and promotional services in connection with the Program as

reasonably requested by Company, without any further compensation; however, said publicity services shall be subject to Artist's availability. In the event of any such appearance, Company shall provide travel accommodations per Paragraph 4 above.

7. **SPONSOR INTEGRATION:** Artist acknowledges that, as determined by Company in its sole discretion, the Program, including without limitation, the advertising, marketing and promotion thereof, may contain product placements, product integrations, sponsor identifications, product demonstrations, sponsored Program promotional announcements or interstitials and/or other similar sponsor-related references, information or activities (collectively, "Sponsor Integrations"). In furtherance of, and without limiting any of, Company's rights hereunder, Artist's services hereunder will include active participation in and with such Sponsor Integrations as required by Company, including, without limitation, naming, identifying, wearing, using, describing, demonstrating and/or otherwise referring to, or interacting with, sponsor products, services and/or brands (each, a "Sponsor Activity").

8. **CONFIDENTIALITY:**

(a) **Non-Disclosure Obligation:** Artist (and Artist's representatives and agents) shall not disclose, in perpetuity, to any third party any information to which Artist has had or will have access to concerning the Program, including without limitation (i) any of Company's operations, programming, production or trade practices, or other services; and/or (iii) the terms and conditions of this Agreement; except Artist may reveal the foregoing information only as required to fulfill Artist's obligations hereunder, as expressly permitted by Company in writing or as required by law.

(b) **Remedies:** Disclosure by Artist in violation of the foregoing shall constitute and be treated as a material breach of this Agreement which will cause irreparable harm to Company entitling Company to seek, among other things, (i) injunctive relief, without posting any bond, to prevent and/or cure any breach or threatened breach of this Paragraph 8 by Artist, (ii) recovery or disgorgement of the monies or other consideration received in connection with such disclosure, if any, and (iii) recovery of Company's attorneys' fees incurred to enforce the terms of this Paragraph 8.

(c) The terms and conditions of this Paragraph 8 shall survive the termination or expiration of this Agreement.

9. **BACKGROUND CHECK:** Artist understands that upon execution of this Agreement, or at any time during Artist's services in connection with the Program, Company may conduct an investigation of Artist's criminal history (if any) and/or Artist's personal and/or professional background.

10. **RELEASE:**

(a) **Parties:** Artist hereby agrees on behalf of Artist, and Artist's heirs, next of kin, spouse, guardians, legal representatives, employees, executors, administrators, agents, successors and assigns (collectively, the "Releasing Parties"), that Artist and the other Releasing Parties do hereby unconditionally and irrevocably release and forever discharge Company and each of the other participants in the Program, any and all Assignees, each one of them and each Assignee's respective parents, subsidiaries, related companies, affiliates, licensees, successors and assigns, and the officers, director, employees, contractors, partners, shareholders, representatives, members and agents of all of the foregoing (collectively, the "Released Parties") from and against any and all claims, demands, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, the "Released Claims") in any way directly or indirectly related to or arising directly or indirectly out of the Program, including without limitation: (i) Artist's participation and appearance in the Program, including without limitation claims for any injury, illness, damage, loss or harm to Artist or Artist's property, or Artist's death, and any and all claims, demands, damages, costs, expenses and causes of action that Artist and the

other Releasing Parties may now have or may hereafter have or suffer due to or in any way arising out of any act or omission of any Released Party (including without limitation Artist's dismissal or termination from Artist's job (if at all) or Artist's demotion or failure to be promoted at Artist's job (if at all) and any loss or decrease of wages or salaries); and/or (ii) Artist's own actions and/or the actions of other participants; and/or (iii) any loss or damage to property and/or equipment; and/or (iv) the actions of any unrelated third parties invited by Artist; and/or, (v) the production, distribution, promotion, exploitation or other use of the Program by Company and/or any other Assignee or based upon failure or omission to make use thereof. In no manner limiting the generality of the foregoing, the Released Claims shall include, but not be limited to, those based on negligence of any of the Released Parties or any of the other participants in the Program, product liability, breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, slander, defamation, invasion of privacy, false light, right of publicity or personality, misappropriation, intentional infliction of emotional distress, negligent infliction of emotional distress, fraud, misrepresentation, products liability, breach of contract, and infringement of intellectual property rights (including, but not limited to, copyright and trademark). Artist and the other Releasing Parties hereby unconditionally and irrevocably agree that neither Artist nor the other Releasing Parties will sue or make any claim against any of the participants in the Program or the Released Parties with respect to the Released Claims and will not file any claim or complaint with the Federal Communication Commission ("FCC") or initiate any FCC proceedings for or in connection with the Released Claims. The foregoing shall not be construed to prevent Artist from bringing a non-tort based claim for the breach of this Agreement.

(b) Construction: This Agreement is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Paragraph 10 in any way, or invalidate any provisions hereof, such limitation or invalid provision shall not operate to invalidate this Paragraph 10 in its entirety; rather, this Paragraph 10 shall be deemed to operate and to be effective to the maximum extent permitted by law.

#### 11. ACKNOWLEDGEMENTS:

(a) Artist's participation in the Program may lead to emotional strains and pressures before, during and after Artist's participation in the Program. Artist acknowledges that Artist is voluntarily participating in the Program and related activities with full knowledge, appreciation and understanding of the personal risks involved, and hereby agrees to accept any and all risks of participating in the Program.

(b) ARTIST UNDERSTANDS THAT ARTIST'S PARTICIPATION IN THE PROGRAM MAY CAUSE ARTIST TO BE IN AN ENVIRONMENT WHERE ARTIST MAY HEAR, SEE, OR ENCOUNTER SPEECH OR PHYSICAL CONTACT, OR OTHERWISE EXPERIENCE SENSATIONS THAT ARTIST, OR OTHERS, MAY CONSIDER OFFENSIVE. ARTIST FREELY AND KNOWINGLY CONSENTS TO SUBJECT ARTIST'S SELF TO SUCH SPEECH, CONDUCT AND SENSATIONS AND THE WAIVERS, RELEASES, AND INDEMNITIES SET FORTH IN THIS AGREEMENT AND ANY OTHER AGREEMENT THAT ARTIST HAS EXECUTED OR MAY EXECUTE IN THE FUTURE RELATED TO THE PROGRAM EXPRESSLY APPLY TO ANY SUCH SPEECH, PHYSICAL CONTACT OR SENSATIONS. However, Artist agrees to immediately contact Company if Artist feels sexually, racially or otherwise harassed by, threatened by or uncomfortable with the conduct of any other individual connected with the production of the Program at any time, and Artist understands that Company will not penalize or retaliate against Artist in any way for doing so.

(c) In case of an emergency, Artist authorizes Company to arrange for or otherwise provide medical assistance to Artist as Company may determine to be necessary. Artist also authorizes any licensed physician, health care personnel or medical facility to provide any medical or surgical care (including, without limitation, the use of anesthetics) and to hospitalize Artist, as such licensed physician, health care personnel or medical facility determines necessary or advisable, pending receipt of a specific consent from Artist. Artist also authorizes any reasonably necessary care by paramedics, emergency medical technicians, or other first responders.

participate in the Program. Artist acknowledges and agrees that should Artist undergo any medical treatment or procedures by any medical professional, whether or not provided by Company, Company shall not be responsible for any costs in connection with or arising from such treatment or procedures.

(d) The foregoing is not an exhaustive list of the risks, hazards and dangers to which Artist may be exposed as a result of Artist's participation in the Program. Artist accepts and assumes any and all risks, hazards and dangers regardless of whether they are detailed in this Agreement, and Artist acknowledges that the waivers, releases and indemnities in this Agreement and any other agreement that Artist has executed or may execute in connection with the Program, apply to all such risks, hazards and dangers.

12. **NOTICES:** All notices required or permitted hereunder must be given in writing by personal delivery (including, but not limited to, by messenger service or fax transmission, with confirmed receipt) or by United States mail, postage prepaid, addressed as follows:

To Artist: Artist's address (as set forth at the beginning of this Agreement), with a copy to:

CC: \_\_\_\_\_

Attn: \_\_\_\_\_

To Company: Company's address (as set forth at the beginning of this Agreement)

The date of personal delivery or faxing, and the date three (3) days after mailing, shall be deemed the date of service. The address of either party may be changed upon ten (10) days prior written notice to the other party. All notices required hereunder shall be in writing; however, a casual or inadvertent failure to reduce each such notice to writing shall not be deemed a breach of this Agreement.

13. **MISCELLANEOUS:** The foregoing Terms, together with the Standard Terms and Conditions attached hereto as Exhibit A ("Standard Terms"), and any other exhibits and all other exhibits and attachments hereto if any (all of which are incorporated herein by this reference) (collectively, this "Agreement"), constitute the complete and binding Agreement of Company and Artist, superseding any and all prior agreements, negotiations, understandings and communications, express or implied, oral or written, with respect to the subject matter hereof, and this Agreement shall not be modified or amended except by a written instrument signed by Company and Artist. If there is any conflict between any provision of this Agreement and any statute, law, regulation or applicable collective bargaining agreement provision, the latter will prevail; however, in such event, the provision(s) of this Agreement so affected will be curtailed and limited only to the minimum extent necessary to permit compliance with the requirement(s) of such statute, law, regulation or provision, and all other terms of this Agreement will continue in full force and effect. No waiver by Company of any term or condition of this Agreement will constitute a waiver by Company of any other term, condition or default. This Agreement will be governed and construed in accordance with the internal laws of the State of Illinois applicable to contracts entered into and fully to be performed therein. This Agreement may be executed in counterparts, but all such counterparts together shall constitute one and the same instrument. Facsimile signatures and signatures obtained through e-mail PDF may be relied upon by each party as being as valid as if they had been signed in the presence of the other party. Paragraph headings are used herein for convenience only and shall not be used to interpret this Agreement or any provision hereof.

Artist acknowledges that Artist has read the foregoing Agreement and is familiar with each and all of the terms, covenants and conditions contained therein. Artist is satisfied that said Agreement is fair and equitable, and hereby gives Artist's express consent to the execution thereof and will not revoke Artist's consent thereto at any time hereafter.

ACCEPTED AND AGREED TO:

INSANE BROADCASTING COMPANY

By: Katrina Sanders  
Its (title): Owner - Insane Broadcasting  
Date: 6-26-18

ROBERT ROMANIK

By: [Signature]  
Date: 6-26-18

**EXHIBIT A**

**STANDARD TERMS AND CONDITIONS (ON-D)**

This Exhibit A is attached to and made part of the deal terms ("Deal Terms") agreed to as of 7/1/18, between **Insane Broadcasting Company** ("Company") and **Robert Romanik** ("Artist"), in connection with the radio program currently referred to as "**On the Dark Side**" ("Program") and Artist's on-air hosting of the Program. As used herein, "Agreement" shall jointly refer to the Deal Terms and these Standard Terms and Conditions; however, in the event of any conflict between the Deal Terms and these Standard Terms and Conditions, the Deal Terms shall control, but only to the extent necessary to resolve the conflict.

**1. SERVICES:**

a Artist hereby accepts the employment under the Agreement and agrees to provide services as set forth therein. Artist shall render services conscientiously, shall devote Artist's time, attention, efforts, talents and abilities in accordance with the requirements of Company and shall comply with all of Company's instructions, directions and requests and all of the instructions, directions and requests of any other person(s) designated by Company. Artist further agrees that Company's decisions shall be final and controlling with respect to all matters relating to the rendition of Artist's services, including, without limitation, any and all business, production and creative matters, except to the extent otherwise set forth in the Agreement. Artist's services shall be rendered for and as directed by Company at such places and on such locations as Company may from time to time designate. Time is of the essence in the performance of this Agreement by Artist.

b During and after the term of Artist's employment hereunder, Artist shall perform all other Program-related services and activities without any additional compensation, including, without limitation, openings, closings, lead-ins, lead-outs, rehearsals, and voice-overs, as well as services in connection with promotions, merchandising activities, announcements, extended product placements, (either as part of the Program or for separate exhibition, either alone or with other audiovisual Material), publicity interviews, all other advertising for the Program and promotional appearances (including, without limitation, at trade shows) and other events or occasions [regardless of whether or not recorded or exhibited in any media, and including, without limitation, publicity events, press interviews, electronic press events, remote broadcasts, personal appearances and guest appearances]). Artist's responsibilities shall be as designated and directed by Company.

**2. RIGHTS:**

a All results and proceeds of every kind of the services heretofore and hereafter to be rendered by Artist in connection with the Program, including, without limitation, all ideas, suggestions, themes, text, and other material, whether or not fixed or reduced to drawing or writing, at any time heretofore or hereafter created or contributed by Artist which in any way relate to the Program or to any of the material on which the Program will be based, whether or not actually used by Company in or in connection with the Program (collectively, the "Material"), are and shall be deemed to be works-made-for-hire specially ordered or commissioned by Company. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein (collectively, the "Rights"). The Rights shall include, without limitation, all copyrights, neighboring rights, trademarks, patents and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions, including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter developed or devised. If under any applicable law the fact that the Material is a work-made-for-hire is not effective to place authorship and ownership of the Program, the Material and/or the Rights, and all rights therein, in Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to Artist under such applicable law, Artist hereby assigns and transfers to Company the Rights and, in connection therewith, any and all right, title and interest of Artist in the Program and any other works now or thereafter created containing the Material.

b Company shall have the sole and exclusive right to use, develop, market, sell, manufacture, exhibit, distribute, netcast, broadcast, license and/or otherwise exploit the Material, the Rights and the Program, in whole or in part, alone, or together or as part of

other works of any kind or nature, throughout the universe in perpetuity in any and all media, platforms and formats now known or hereafter devised, alone, or together or as part of other works of any kind or nature including, without limitation, by all forms of graphic, audio, visual, textual, digital, multimedia and other distribution which are now known or may hereafter exist or be devised, including, but not limited to, all print, broadcast, cablecast, all forms and means of audio and/or video streaming, still or download, whether delivered to portable devices (including, without limitation, phones and PDAs), personal computers, or other forms of hardware via broadcast, audio on demand, datacasting, Internet protocol, wireless protocol, terrestrial radio, and satellite radio; all allied, ancillary, subsidiary, commercial tie-in rights; and all rights in any and all other electronic means, methods or devices; and Company may otherwise exploit the Material, the Rights and the Program in such media, forms and for such uses throughout the universe in perpetuity as Company deems desirable or appropriate. Company will have the sole and exclusive right to authorize others to exercise any and/or all of the rights granted to Company under this Agreement, whether by license, sublicense, assignment or otherwise. Subject to any contrary terms of the Deal Terms, all revenues derived by Company from the use, exhibition, publication, distribution, transmission, licensing, display or other exploitation of the Material, the Rights and/or the Program shall be the sole and exclusive property of Company and Artist shall have no interest in or to any such revenues.

c Artist hereby grants Company the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, Artist hereby irrevocably waives or assigns to Company the benefits of any provision of law known as "droit moral," "moral rights" or any similar rights or principles of law in any country of the world which Artist may now or later have in the Material, and agrees not to institute or permit any action or lawsuit on the ground that the Program or any other production based upon the Material constitutes an infringement of Artist's droit moral or is in any way a defamation or mutilation of the Material or any part thereof, or contains unauthorized variations, alterations, modifications, changes or translations. Artist expressly acknowledges that many parties will contribute to the Program and other works that will embody all or part of the Material or the Rights. Accordingly, if under any applicable law the above waiver or assignment by Artist of "moral rights" or "droit moral" is not effective, then Artist agrees to exercise such rights in a manner that recognizes the contribution of, and will not have a material adverse effect upon, such other parties.

d Company and Artist acknowledge and agree that the sums paid to Artist pursuant to the Agreement are in consideration of, and constitute equitable remuneration for, the rental right included in the Rights. If, under the applicable law of any territory or jurisdiction, any additional or different form of compensation is required to satisfy the requirement of equitable remuneration, then it is agreed that the grant to Company of the rental right nevertheless shall be fully effective, and Company shall pay Artist such compensation or, if necessary, the parties shall in good faith negotiate the amount and nature thereof in accordance with applicable law. Since Company already has paid or agreed to pay Artist equitable remuneration for the rental right, and Artist hereby assigns to Company all compensation for the rental right payable or which may become payable to Artist on account or in the nature of a tax or levy, through a collecting society or otherwise. Artist shall cooperate fully with Company in the collection and payment to Company of such compensation. Further, since under this Agreement Company has already paid or agreed to pay Artist full compensation for all services rendered and rights granted by Artist hereunder, Artist hereby assigns to Company all other compensation payable or which may become payable to Artist on account or in the nature of a tax or levy, through a collecting society or otherwise, under the applicable law of any territory or jurisdiction, including, by way of illustration only, so-called blank tape or similar levies. Artist shall cooperate fully with Company in connection with the collection and payment to Company of all such compensation. Artist agrees on Artist's own behalf and on behalf of Artist's heirs, executors, administrators and assigns, not to institute, support, maintain or authorize directly or indirectly any litigation or proceedings instituted or maintained on the ground that Company's (or its licensee's, assignee's or designee's) exercise of the rights granted Company in the Program in any way constitutes an infringement or violation of any such rental or lending right as aforesaid.

e In addition, and without limiting any of the foregoing, Artist is aware and hereby acknowledges that new rights to the results and proceeds of Artist's services hereunder may come into being and/or be recognized in the future, under law and/or in equity (collectively, the "New Exploitation Rights"), and that new (and/or changed) technology, uses, media, formats, modes of transmission, and methods of distribution, dissemination, exhibition or performance (collectively, the "New Exploitation Methods") are being and inevitably will continue to be developed in the future, which would offer new opportunities for exploiting such results and proceeds. Artist intends to and does hereby assign, grant and convey to Company, any and all such New Exploitation Rights and New Exploitation Methods with respect to such results and proceeds.

3. NAME AND LIKENESS: Company shall have the perpetual, irrevocable and nonexclusive right to use, and authorize others to use, Artist's name, voice, likeness and biographical information pertaining to Artist in connection with the Rights granted hereunder and for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Program and/or any other works based upon the Program, the Material and/or the Rights, all allied, ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights and over the Internet), or any other use of the Program.



4. EXCLUSIVITY: Unless stated otherwise in the Deal Terms, Artist's services shall be exclusive to Company in all fields and media.

5. PROMOTION:

a Artist shall make promotional appearances on behalf of the Program, Company and/or any entity related to Company or the Program, if requested by Company.

b Artist agrees that Artist shall do Program-related commercials for no additional compensation. Company may take promotional stills relating to the Program, and Artist consents to the use of Artist's name, likenesses and biography in connection with such stills for no additional compensation and Company shall have the unrestricted right to use such stills for promotional and/or other commercial purposes related to the Program to the same extent set forth in Section 3 of these Standard Terms.

6. REPRESENTATIONS AND WARRANTIES:

a Artist represents and warrants that: Artist is free to enter into this Agreement and is not (and will not be) subject to any conflicting obligations or disability that would prevent or interfere with the execution and performance of this Agreement by Artist; Artist has not undertaken nor will undertake any obligation to any person, firm or corporation that would conflict with, interfere with or derogate from the rights granted to Company or the obligations incurred by Artist under this Agreement; Artist has not made nor will make any grant or assignment that would conflict with or impair the complete enjoyment of the rights and privileges granted to Company under this Agreement; all writings, material, results and proceeds and contributions of Artist (including, without limitation, the Material) are and shall be wholly original with Artist and are not and shall not be copied in whole or in part from any other work or based in whole or in part on the life of any real person; none of the Material shall defame or disparage any person or entity or infringe upon or violate the rights of privacy, publicity, copyright or any other statutory or common law rights of any kind or nature whatsoever of any person, firm or entity; and the Material and Artist's services are not and shall not be the subject of any lien, encumbrance, claim, litigation or arbitration, whether pending, suspected or threatened.

b Artist agrees to defend, indemnify and hold harmless Company and its licensees, successors and assigns, and its and their respective officers, directors, shareholders, employees, representatives and agents, and any person(s) or entity(ies), in whole or in part, owning, financing, producing, distributing and/or otherwise exploiting the Program, the Material and/or the Rights, and all principals of each of the foregoing, and each of them, from and against any and all claims, liabilities, losses, judgments, damages, costs and expenses (including, without limitation, attorneys' and accountants' fees and costs and court costs, whether or not in connection with litigation) (collectively, "Damages(1)") arising out of, resulting from, based upon or incurred because of or in connection with (i) a breach or otherwise arising out of any claim which, if true, would constitute such a breach by Artist of this Agreement; (ii) malfeasance, recklessness, intentional misconduct, negligence, and/or other tortious acts or omissions

committed by Artist and/or any agent, employee, guest or invitee of Artist; and/or (iii) any acts by Artist outside of the scope of Artist's employment hereunder or contrary to Company's instructions in connection with the occurrence giving rise to such Damages. Company may compromise or settle any such claim made by a third party upon such terms as Company may determine.

7. DEFAULT, DISABILITY AND FORCE MAJEURE:

a An event of "disability" shall be deemed to exist under this Agreement if Artist becomes incapacitated or prevented from fully performing any of Artist's obligations under this Agreement by reason of Artist's illness or mental, physical or other disability or disfigurement. Company may require Artist to submit to medical examination(s) to be conducted by such physician(s) as may be designated by Company to determine the extent of Artist's disability.

b An event of "default" shall be deemed to exist under this Agreement if at any time: (i) Artist breaches this Agreement, (ii) Artist fails, refuses or neglects or at any time Company is notified by or on behalf of Artist (including by a representative) that Artist intends to fail, refuse or neglect, to report or render services to the full limit of Artist's ability as, when and where required hereunder, or to comply fully with any of Artist's obligations under this Agreement as required by Company, or (iii) Artist fails to confirm by notice within one (1) business day after Company requests in writing that Artist give such confirmation, that Artist will perform fully under this Agreement. A "default" shall include any event of disability occasioned as a result of Artist's use of alcohol or of any drug or controlled substance.

c An event of "force majeure" shall be deemed to exist under this Agreement if Company's general business operations and/or Company's production or distribution operations and/or the operations of any licensee of the Program and/or any normal transmission or distribution operations for the Program are impaired, hampered, interrupted, prevented, suspended, postponed or discontinued, including, without limitation, by reason of any war, riot, fire, earthquake, casualty, accident, labor controversy, governmental order or regulation, judicial order (whether imposed on an industry-wide basis or affecting only Company, the Program and/or the licensee(s) of the Program), act of God, all other events customarily included as events of force majeure in the U.S. television industry and/or any other similar or dissimilar occurrence beyond Company's control.

d If any event of disability, default or force majeure occurs at any time during the term of this Agreement, then notwithstanding anything to the contrary contained in this Agreement, Company shall have the right to suspend the term of Artist's employment under this Agreement. No compensation shall accrue or be payable to Artist under this Agreement during any such period of suspension. Company's payment of compensation to Artist during any period of suspension shall not be deemed a waiver by Company of any of its rights under this Agreement, and Company may apply such payment(s) against any compensation accruing or coming due to Artist pursuant to this Agreement. Any suspension under this Agreement shall continue until Company's notice to Artist ending the suspension or until the cause of such suspension shall have ceased to exist, whichever first occurs, and, with respect to a suspension for disability or default, until Artist shall have reported to Company ready, willing and able to perform all of Artist's obligations hereunder. Notwithstanding the foregoing, any

period of suspension may, at Company's election, be extended to include such period of time as may be required by Company to make preparation for the utilization or resumption of Artist's services. Artist shall resume rendering services upon such date following the lifting of any suspension as Company may designate. If the period of any suspension under this Agreement shall include a starting date previously designated by Company, then Company may, at Company's election, cancel and/or postpone such starting date. During any period of suspension Artist shall not render services for any other person or on Artist's own behalf.

e. If Artist is in default under this Agreement, Company shall have the right at Company's election to terminate this Agreement either during the continuance of such default or within a reasonable time thereafter (whether or not Company has first suspended Artist). In the event of Artist's disability, Company shall have the right, at Company's election, to terminate this Agreement at any time after the continuance of such disability for three (3) consecutive business days or for an aggregate of five (5) business days during any production period, or immediately in the event of death. In the event that any period of force majeure continues for more than two (2) weeks, Company shall have the right, at Company's election, to terminate this Agreement.

f. Company's rights under this Agreement (including, without limitation, its termination and suspension rights) are in addition to any other rights or remedies available to Company, whether at law, in equity or otherwise.

8. EQUITABLE REMEDIES: The rights and services which are the subject matter of this Agreement are of a special, unique, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law and which would cause Company great irreparable injury and damage. Accordingly, Company shall be entitled to injunctive relief, specific performance and other equitable relief to preserve its rights and interest in and to such rights and services as are set forth herein. This provision shall not, however, be construed as a waiver of any rights Company may have for damages or otherwise arising from any breach of this Agreement. Artist agrees that Artist's sole remedy in the event of any default or breach of the Agreement by Company (including, but not limited to, the failure to pay any sums which may be due Artist, and/or to comply with any credit provisions hereunder) shall be an action at law against Company to recover monetary damages actually suffered, if any (but no special, consequential or punitive damages). Specifically, Artist agrees that Artist shall have no right to enjoin the distribution or exhibition of the Program, any other work based upon the Program, the Material and/or the Rights, or to terminate or rescind any of the rights, releases or privileges granted hereunder to Company, or to obtain any other form of equitable or injunctive relief, any right to which Artist irrevocably waives. At

all times, Company shall have all rights and remedies which it has at law or in equity pursuant hereto or otherwise, all of which rights and remedies shall be construed as cumulative.

9. PAYMENTS:

a. All payments to be made by Company hereunder are subject to the full and faithful performance and observance by Artist of Artist's services and other obligations hereunder. It is expressly understood and agreed that should Company for any reason whatever fail to make any such payment as herein provided, then Company shall not be deemed in default hereunder unless and until following such failure the payee shall have given Company written notice demanding such payment and Company shall have failed to make such payment within thirty (30) days after Company's receipt of said notice. In any event, Company's liability for any such default and Artist's rights and remedies therefor shall be limited as set forth in Section 8 of these Standard Terms, and in no event shall any of the rights acquired or to be acquired by Company hereunder be affected or impaired.

b. If the compensation provided by this Agreement shall exceed the amount permitted by any present or future law or governmental order or regulation, such stated compensation shall be reduced while such limitation is in effect to the amount which is so permitted, and the payment of such reduced compensation shall be deemed to constitute full performance by Company of its obligations hereunder with respect to compensation for such period.

c. Company may deduct and withhold from compensation to the extent permitted by law, any dues, fees, or assessments payable by Artist to any labor organization having jurisdiction over this Agreement, provided the amounts owed to Company by Artist in connection with this Agreement or otherwise and/or all amounts so deducted and withheld are remitted to such labor organization as may be entitled thereto. Company may deduct and withhold from Artist's compensation all amounts to be deducted or withheld pursuant to any present or future statute, ordinance, law, order, regulation, judgment or decree requiring the withholding of compensation.

10. NO OBLIGATION TO PROCEED: Failure of Company actually to use the services of Artist, in whole or in part, shall not be deemed a breach of this Agreement by Company, and in any such event, Artist shall not be entitled to any damages by reason thereof; however, if Artist fully and faithfully performs and observes all of the terms and conditions of this Agreement, such failure shall not relieve Company of its obligation to pay Artist the guaranteed compensation provided for in the Deal Terms (if any), subject to any other provisions of this Agreement relieving Company of its obligations hereunder (e.g., default, disability or force majeure). Without limiting the foregoing, it is understood that Company shall have the unqualified right at all times to engage other artists, employees and consultants to work on the Program.

11. PUBLICITY: All publicity, paid advertisements, press notices, interviews and other information with respect to the Program shall be under Company's sole control, all information pertaining to the Program, the Material, Artist's duties and obligations pursuant to this Agreement, the terms of this Agreement and all business and activities of Company, its related and affiliated entities and all of its employees and agents, shall be kept strictly confidential by Artist, and Artist shall not issue nor consent to, nor authorize any person or entity to release any such information, without Company's express prior written approval in

each instance.

12. MORALS: If Artist should, prior to or during the term of this Agreement, commit any criminal offense or any act that brings Artist into public disrepute, scandal, contempt or ridicule or that shocks, insults or offends a substantial portion or group of the community or reflects unfavorably on Artist or Company in a significant and material way, or any licensee, sponsor or advertising agency of the Program, or any affiliated entity of Company, then Company may, in addition to and without prejudice to any other remedy of any kind or nature set forth in this Agreement, terminate or suspend this Agreement at any time within ninety (90) days after Company first learns of the occurrence of any such event. In particular, Artist shall note and comply with all applicable FCC regulations relating to programming content and the use of "obscene" language, as that term is defined by the Federal Communications Commission, in connection with the Material and Program.

13. INSURANCE: Company may secure life, health, accident, cast or other insurance covering Artist and/or others, and Artist shall not have any right, title or interest in and to such insurance. Artist will submit to usual and customary medical examinations and background checks and will sign such applications and other documents and cooperate with Company's requirements and policies, all as may be required by Company for Company's insurance purposes (including self-insurance). In the event any examination establishes a doubt as to Artist's physical ability to complete Artist's services under this Agreement, or if Artist fails to appear for such examination at the time and place designated, Company may terminate this Agreement; and, moreover, in the event cast insurance covering Artist that meets Company's coverage requirements cannot be obtained for normal premiums and without substantial exclusions, Company may terminate this Agreement.

14. PLUGS: Artist acknowledges that it is a crime under Section 507 of the Federal Communications Act for any person in connection with the production or preparation of any program intended for broadcasting to accept or pay any money or provide any service or other valuable consideration for the inclusion of any matter as a part of any such program without disclosing the same to the employer of the person to whom such payment is made or to the person for whom such program is being produced. Artist further acknowledges that it is Company's policy not to permit any employee to accept or pay any such consideration, and Artist represents that Artist has not and will not accept and have not and will not pay any money or provide services or other valuable consideration for the inclusion of any "plug," reference or product identification or of any other matter in the Program or any other production based on the Program.

15. ASSIGNMENT: Company may transfer and assign this Agreement or all or any of its rights or privileges hereunder, and/or delegate all or any of its obligations hereunder, and/or lend any of Artist's services under this Agreement to any person or entity, in which event Company shall be released and discharged from all of its obligations hereunder and Artist shall look solely to such assignee or delegee, as the case may be, for performance thereof. Artist may not assign this Agreement or any rights hereunder, in whole or in part, except with Company's prior written approval, and any such purported assignment shall be null and void.

16. ADDITIONAL DOCUMENTS: Upon request by Company, Artist shall duly execute, acknowledge and deliver to Company, or cause to be executed, acknowledged and delivered to Company, in form approved by Company, any and all further assignments, instruments or documents consistent herewith that Company may deem necessary, expedient or proper to carry out and effectuate the purposes and intent of this Agreement. Artist hereby irrevocably appoints Company as Artist's attorney-in-fact to execute any such documents in the event Artist fails to within five (5) business days from receipt of Company's request to do so, unless a shorter time is required by Company, which appointment shall be a power coupled with an interest, with full rights of substitution and delegation. Company shall have the right to record the same in the United States Copyright Office or elsewhere as Company may determine.

17. IDENTIFICATION; WORK PERMITS; VISAS: Artist represents and warrants that Artist has provided to Company all identification documentation and/or other information or documentation requested or required by Company in connection with Company's statutory record-keeping and identification

verification obligations, such information and documentation to include, without limitation: (a) Artist's full legal name as well as any and all previous names, aliases, stage names, professional names and/or nicknames used by Artist or by which Artist may be currently or previously known or identified; (b) Artist's current address; (c) Artist's date of birth; and (d) a legible photocopy of Artist's valid government-issued identification documentation (e.g. U.S. passport, state driver's license or valid photo ID card), and that all such information and documentation is valid, true and accurate as of the date provided to Company by Artist.

**18. CONTROLLING LAW:**

**a. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN; THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS HAVING JURISDICTION IN BELLEVILLE ILLINOIS WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT; AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE COURT IS AN INCONVENIENT FORUM.**

**b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect.**

**19. NOTICES:** All notices and payments hereunder shall be given in writing either by personal delivery or by telegram, cable or mail (postage prepaid) to the party at the applicable address(es) set forth in the Deal Terms, or to such other address(es) as either party may designate from time to time in writing. The date of personal delivery, facsimile (receipt confirmed) or cable (receipt confirmed), or the date which is three (3) business days following the date of mailing, as applicable, shall be deemed the date of service or delivery.

**20. MISCELLANEOUS:** All of Company's obligations and all of Artist's entitlements in this Agreement are expressly contingent upon Artist not being in breach or default of this Agreement. If any one or more of the provisions contained in the Deal Terms and/or these Standard Terms and Conditions shall for any reason in

any jurisdiction be held excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law of such jurisdiction as it shall then appear. No waiver by Company of any failure to perform under this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other obligation. No officer, employee or representative of Company has any authority to make any representation or promise in connection herewith or the subject matter hereof which is not contained herein, and Artist has not executed this Agreement in reliance upon any such representation or promise. The rights granted to Company hereunder are in addition to any rights Company may have as a member of the public. Neither expiration nor termination of this Agreement for any reason shall affect Company's ownership of the rights granted or agreed to be granted by Artist hereunder or alter any of the rights or privileges of Company or any of Artist's representations, warranties, indemnities or undertakings. The headings of paragraphs, subparagraphs, sections and other subdivisions of this Agreement are for convenient reference only, and they shall not be used in any way to govern, limit, modify or construe this Agreement or any part or provision thereof or otherwise be given legal effect.

**END OF EXHIBIT A**

EXHIBIT C

PROFIT AND LOSS STATEMENTS

**EXHIBIT D**

**MONTHLY OPERATING EXPENSES DOCUMENTATION**

**EXHIBIT E**

**PAYROLL RECORDS**

**EXHIBIT F**

**REAL PROPERTY TAX BILLS**



**EXHIBIT G**

**STUDIO LEASE**

COMMERCIAL LEASE FOR 6500 WEST MAIN STREET

THIS LEASE is made and entered into on the 16th day of January 2006 by and between Trident Group, LLC., hereinafter referred to as "Lessor", and Twin Valley Entertainment, (S, C, I, T, N) hereinafter referred to as "Lessee."

WITNESSETH:

Article I  
Grant and Term

Section 1.1 Leased Premises. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant and Tenant rents from Landlord the following described space (the "Leased Premises") at 6500 West Main Street, Belleville, Illinois 62223 in a professional building, Suite 513, a portion of said building.

Section 1.2 Terms of Lease. The term of this lease shall be approximately two years, commencing on January 16, 2006, and ending on February 28, 2008.

Section 1.3 Use. Lessee shall use and occupy the premises for Radio Station Operation only. The premises shall be used for no other purpose. AND PLUS CORPORATE OFFICES

Section 1.4 Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all replacements of burnt out light bulbs and fluorescent tubes. Lessee shall be responsible for any HVAC maintenance up to \$500.00 per calendar year. Lessor shall be responsible for maintenance of the roof, exterior walls, plumbing, structural foundation of the building, and any HVAC repair in excess of \$500.00 per calendar year. In addition, Landlord will be responsible for any HVAC repairs during the first twelve months of this lease (March 1, 2006 to February 28, 2007). Lessee agrees to pay for any carpet cleaning services and also agrees to be responsible for any expenses incurred in painting the leased premises.

Article II  
Construction of Improvements

Section 2. Tenant's Improvements. Tenant shall construct and install all improvements necessary for Tenant's occupancy and use of the Leased Premises. All such improvements shall be approved in writing by Landlord.

Article III

Section 3.1 Base Rent. Tenant agrees to pay to Landlord at P.O. Box 796016 St. Louis,

MO 63179-6000, or at such other place designated by Landlord without any prior demand thereof and without any deduction or set-off whatsoever, as annual base rent, a sum of \$[REDACTED] in equal monthly installments of \$[REDACTED]. All rents shall be due and payable on the first day of each month. In addition to the base rent, tenant shall reimburse Landlord the expenses incurred for sewer, water and trash removal. Tenant hereby agrees that Tenant occupies 6.79% of the center. Tenant shall reimburse Landlord for 6.79% of the water, sewer and trash removal bills for the center at 6500 West Main. (NOT TO EXCEED \$40.00 PER MONTH)

Section 3.1a Rent Concession. Lessee shall pay no rent for months of January and February 2006.

Section 3.1B Option to Renew. Lessor grants Lessee one two-year option to renew at the expiration of this lease at the same terms and conditions of this lease except that base Rent shall be \$1,200.00 per month or \$13,200 annually.

Section 3.2 Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Section 3.3 Assignments and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Section 3.4 Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

Section 3.5 Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

Section 3.6 Insurance. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

Section 3.7 Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

Section 3.8 Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

Section 3.9 Lessor's Remedies on Default Lessee agrees to pay \$35.00 plus \$5.00 per day for each day Lessee is late on the rental payment. Lessee shall have a five day grace period before late fees are charged. Said late fees are to be considered as additional rent hereunder. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 7 such days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 10 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Section 3.10 Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of \$1,100.00 as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. The security deposit shall not be required to be held in an escrow account, but may be retained and used by the owner, landlords or their agent.

**THE TENANT HEREBY WAIVES THE LEGAL RIGHT TO HAVE THE SECURITY DEPOSIT AND ANY INTEREST EARNED HELD IN AN ESCROW ACCOUNT.** (Initial here) K.L.

Section 3.11 Attorney's Fees In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Section 3.12 Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Section 3.13 Heirs, Assigns, and Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Section 3.14 Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Section 3.15 Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.

Section 3.16 Notices. Notices shall be deemed delivered when mailed by first class mail to Lessee at: 6500 West Main, Suite 513, Belleville, IL 62223 and/or Lessor at: P.O.Box 4640 Chesterfield, MO 63006-4640.

Signed this 20<sup>th</sup> day of JANUARY, 2006. ✓

Alfred B. R.  
Lessor (Trident Group, LLC.)

Katrina Sanders  
Lessee

Social Security Number [REDACTED]

Home Address 23 TOWNE HALL ESTATES DR  
BELLEVILLE, IL 62223  
Home Telephone Number (618) 277-2460

**EXHIBIT H**

**VEHICLE REGISTRATIONS**

**REDACTED**

REDACTED FOR PUBLIC INSPECTION

**Jesse White, Illinois Secretary of State**

BEEE05/30/18:04:6508: 141.00 MU

**RADIO-AR 9MEE46508 VR 1219**

INSANE BROADCASTING CO  
KATRINA M SANDERS  
23 TOWN HALL ESTATES DR  
BELLEVILLE IL 62223-7011

Registration ID: [REDACTED] PIN: [REDACTED]

Vehicle Year <b>2005</b>	Vehicle Make <b>CHEVROLET</b>	VIN [REDACTED]
Weight or CC's	Body Style <b>PICKUP</b>	Application Type <b>AMERICA REMEMBERS</b>
Axles	Leased/Rental	Unit Number
File Number		County <b>082</b> <b>ST. CLAIR</b>
Driver's License Number(s) or FEIN(s)		Expiration Date <b>DECEMBER 31, 2019</b>
		Plate Number <b>RADIO-AR</b>
Renewal Fee Due <b>141.00</b>		

**2019 Illinois Registration Identification Card**

**Jesse White, Illinois Secretary of State**

BEEE05/30/18:04:6507: 141.00 MU

**ELVIS-SS 9EEE46507 VR 0519**

INSANE BROADCASTING  
KATRINA SANDERS  
23 TOWN HALL ESTATES DR  
BELLEVILLE IL 62223-7011

Registration ID: [REDACTED] PIN: [REDACTED]

Vehicle Year <b>2004</b>	Vehicle Make <b>CHEVROLET</b>	VIN [REDACTED]
Weight or CC's <b>08000</b>	Body Style <b>TRUCK</b>	Application Type <b>ROUTE 66</b>
Axles	Leased/Rental	Unit Number
File Number		County <b>082</b> <b>ST. CLAIR</b>
Driver's License Number(s) or FEIN(s)		Expiration Date <b>MAY 31, 2019</b>
		Plate Number <b>ELVIS-SS</b>
Renewal Fee Due <b>141.00</b>		

**EXHIBIT I**

**BANK SIGNATURE CARD**





BANK OF AMERICA, N.A. (THE "BANK")

**Corporate  
Signature Card**

Account Number                      ☐ Temporary Signature Card  
Account Type BUSINESS ECONOMY CHKG  
Account Title INSANE BROADCASTING COMPANY

Name of Corporation INSANE BROADCASTING COMPANY  
Tax Identification Number                     

By signing below, the above named Corporation agrees that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) the Deposit Agreement and Disclosures, (2) the Business Schedule of Fees, (3) the Miscellaneous Fees for Business Accounts and the Corporation further acknowledges the receipt of these documents.

**Substitute Form W-9.** Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

**Certification Instructions**

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS instructions for Form W-9).

☐ Exempt (check if applicable)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Name (typed or printed)	Title	Signature
1. DENNIS WATKINS	TRUSTEE	<i>Dennis J. Watkins</i>
2. STEPHEN ROMANIK II	OWNER	<i>Stephen Romanik II</i>
3. KATRINA SANDERS	SECRETARY	<i>Katrina Sanders</i>
4. _____	_____	_____
5. _____	_____	_____

I, the undersigned, hereby certify (1) I am the Secretary or Assistant Secretary of the Corporation named above, (2) the above-named person(s) are those person(s) currently empowered to act under the Corporate resolutions authorizing this account and the other banking services provided for therein, (3) that the title and specimen signature set forth opposite the name of each person are true and genuine, and (4) the Substitute Form W-9 certification.

This 13 day of June 2008

*Katrina Sanders*  
Secretary/Assistant Secretary

**ATM/Deposit/Check Card Request**

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I (as authorized by the resolutions which authorize this account) hereby request the issuance of such cards to any of the authorized signers on this account.

Signature \_\_\_\_\_

Title \_\_\_\_\_

**Bank Information**

Date 06/06/2008 Banking Center Name BELLEVILLE/WEST MAIN BC  
Associate's Phone Number 618-236-8211 Associate's Name CHRIS J TAYLOR

NIL  
99-14-9006M 08-2001

EXHIBIT J  
MUSIC LICENSING

BMI Radio Agreement

BMI® and the Radio Music License Committee (the "RMLC") have been negotiating the terms and conditions of an extension of the BMI-03 Radio Station License Agreement for the period commencing January 1, 2007 (hereinafter "BMI-RMLC 2007 License Extension Agreement").

By signing below you agree as follows:

1. Station agrees that Station is bound by the BMI-RMLC 2007 License Extension Agreement or, in the event an agreement is not reached, the decision of the BMI Rate Court in a rate proceeding between BMI and the RMLC.
2. In the event that BMI and the RMLC do not finalize the terms of the BMI-RMLC 2007 License Extension Agreement by December 31, 2006, Station agrees to, and shall be bound by, an interim license which shall commence on January 1, 2007 and embody each and every term and condition set forth in Station's existing BMI-03 Radio Station License Agreement set to expire on December 31, 2006, except for the Term ("Interim License Agreement"). The Interim License Agreement shall continue until a final agreement is reached as a result of the ongoing negotiations between BMI and the RMLC or a decision is rendered by the BMI Rate Court in a proceeding between BMI and the RMLC. The final license fees agreed to by BMI and the RMLC or as determined by the BMI Rate Court shall be applied retroactively to January 1, 2007. As such, Station shall be obligated to pay BMI any monies owed BMI as a result of such retroactive adjustment of fees, and BMI shall be obligated to pay Station any monies owed Station as a result of such retroactive adjustment of fees.
3. Station hereby waives its rights to make an application for fees to BMI, or to make an application to the BMI Rate Court for the period from January 1, 2007 through the end date of the term of either the BMI-RMLC 2007 License Extension Agreement or the license ordered by the BMI Rate Court.

Station's agreement to the above terms and conditions shall be evidenced by the signature below of an individual duly authorized to bind Station to this Agreement.

This agreement may be executed in counterparts.

Call Letters:

WXOZ

Frequency:

1510 AM

City:

HIGHLAND,

State:

ILLINOIS

Entertainment Media Trust

Legal Name

Dennis J. Watkins / trustee

Authorized Signature

Dennis J. WATKINS

Print Name of Signatory

TRUSTEE

Print Title of Signatory

Accepted:

BROADCAST MUSIC, INC.

By:

Michael O'Neill

Title:

MICHAEL O'NEILL  
SENIOR VICE PRESIDENT  
LICENSING

Date:

APR 18 2007

(a) If corporation, signatory must be an officer.  
Print corporate office held under signature.

(b) If partnership, print the word "partner" under  
signature of signing partner.

(c) If individual owner, print "individual owner"  
under signature.

[Signature]

Local Manager, if applicable



EXHIBIT K

NAB MEMBERSHIP



# DUES INVOICE

CALLS/GROUP NAME	Entertainment Media Trust
AGREEMENT ID NUMBER	11308730

INVOICE DATE	INVOICE NUMBER	PREVIOUS BALANCE
2/1/18	233442	\$ [REDACTED]

DATE	DESCRIPTION	CHARGES	CREDITS
2/1/18	Radio Dues Billing	\$ [REDACTED]	

CURRENT	THIS PORTION OF YOUR BILL IS NOW PAST DUE				NEW BALANCE
\$ [REDACTED]	30 DAYS \$ [REDACTED]	60 DAYS \$0.00	90 DAYS \$0.00	120 DAYS/OVER \$ [REDACTED]	\$ [REDACTED]

100% of NAB membership dues are estimated to be non-deductible for tax purposes. Please consult your tax advisor for more information.

Make dues payments online at: [www.nab.org/MembershipDues](http://www.nab.org/MembershipDues)

Win a Service to America Award! Get honored for your local radio or TV station's community service initiatives. Accepting entries January 1 – March 9 at [nabef.org/sta](http://nabef.org/sta).

Billing Inquiries: 202 429 5404  
Send all other payments and correspondence to: NAB, 1771 N Street NW, Washington DC 20036

REDACTED

EXHIBIT L

ADVERTISING DOCUMENTS

EXHIBIT M

CERTIFICATE OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PATRICK INSURANCE GROUP 208 E MILL ST  WATERLOO IL 62298-1519  <b>INSURED</b> ENTERTAINMENT MEDIA dba Insane Broadcasting 125 S 8th St  E St Louis IL 62201		<b>CONTACT NAME:</b> Patrick Idoux <b>PHONE:</b> 618-939-4948 <b>FAX:</b> [blank] <b>E-MAIL:</b> service@patrickinsurance.com <b>ADDRESS:</b> [blank]
<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Hartford INSURER B: [blank] INSURER C: [blank] INSURER D: [blank] INSURER E: [blank] INSURER F: [blank]		<b>NAIC #</b> [blank]

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CI ADMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER [blank]		84SBAU13898	08/11/2015	08/11/2017	EACH OCCURRENCE \$ [blank] DAMAGE TO RENTED PREMISES (Ea occurrence) \$ [blank] MED EXP (Any one person) \$ [blank] PERSONAL & ADV INJURY \$ [blank] GENERAL AGGREGATE \$ [blank] PRODUCTS - COMPROP ACC \$ [blank]
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS LIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ [blank] BODILY INJURY (Per person) \$ [blank] BODILY INJURY (Per accident) \$ [blank] PROPERTY DAMAGE (Per accident) \$ [blank]
	<b>UMBRELLA LIAB</b> EXCESS LIAB <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$ [blank]					EACH OCCURRENCE \$ [blank] AGGREGATE \$ [blank]
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXC (07-17) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STALLITE DTH-ER F1 EACH ACCIDENT \$ [blank] CL DISEASE - EA EMPLOYEE \$ [blank] EL DISEASE - POLICY LIMIT \$ [blank]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Entertainment Media Trust, Dennis J Watkins, Trustee  
 6500 W MAIN ST SUITE 316  
 BELLEVILLE, IL 62223

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT N

TRUST DOCUMENTS

### Assignment of Beneficial Interest in Trust

THIS ASSIGNMENT is made this 14 day of SEPTEMBER, 2016, by **ROBERT S. ROMANIK**, whose address is 23 Towne Hall Estates Drive, Belleville, Illinois 62223, hereinafter referred to as "Assignor" or "Robert"), to **KATRINA M. SANDERS**, whose address is 23 Towne Hall Estates Drive, Belleville, Illinois 62223, (hereinafter referred to as "Assignee").

This assignment is made in light of the following:

- a. The Entertainment Media Trust was formed on January 1, 2006 ("Original Trust") by Robert, Stephen Romanik II ("Stephen"), and Dennis J. Watkins ("Watkins") as Trustee; and
- b. The trust agreement of Entertainment Media Trust was re-stated by an instrument titled **TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST**, dated December 19, 2012, pursuant to a non-judicial settlement agreement by and among Robert, Watkins, and Stephen ("Restated Trust").
- c. Under the terms of both the Original Trust and Restated Trust, Stephen was the sole trust beneficiary; Stephen was granted a power of appointment under the terms of the Restated Trust, to direct the trustee to distribute the trust assets to any one or more persons, organizations, and his estate.
- d. Stephen died on September 17, 2015.
- e. Attached hereto is an affidavit by Watkins, setting forth that Stephen exercised the power of appointment during his lifetime, in favor of Robert. Robert does not desire to accept such appointment but rather assign same.
- f. Robert desires to assign to KATRINA M. SANDERS all beneficial interest in the Restated Trust that passes to him by virtue of the exercise of the power of appointment by Stephen.
- g. The Restated Trust does not prohibit such assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all Assignor's interest as a beneficiary of the Restated Trust, including all moneys due or to become due to the Assignor thereunder; and

The Assignor authorizes the Trustee of the Restated Trust to pay directly to the Assignee all moneys or other benefits representing, or arising from, the interest assigned hereby.

  
ROBERT ROMANIK, Assignor

9-14-16  
Date

STATE OF ILLINOIS )  
COUNTY OF ~~MADISON~~ <sup>ST. CLAIR</sup> )

On September 14, 2016, ROBERT ROMANIK personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.



Patricia Addison  
Notary Public

**Acceptance of Assignment  
of  
Beneficial Interest in Trust**

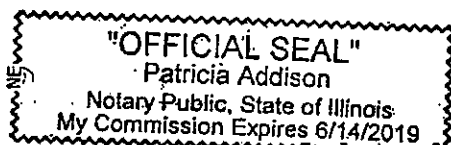
KATRINA M. SANDERS, the undersigned, does hereby accept the foregoing assignment of all of the beneficial interest of the Entertainment Media Trust.

Katrina M. Sanders  
KATRINA M. SANDERS

9-14-16  
Date

STATE OF ILLINOIS )  
COUNTY OF ~~MADISON~~ <sup>ST. CLAIR</sup> )

On September 14, 2016, KATRINA M. SANDERS personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.



Patricia Addison  
Notary Public

**Acknowledgment of Assignment  
of  
Beneficial Interest in Trust**

I, DENNIS J. WATKINS, Trustee of the Entertainment Media Trust, do hereby acknowledge the foregoing assignment of all of the beneficial interest of the Entertainment Media Trust by Robert S. Romanik to Katrina M. Sanders.

Dennis J. Watkins  
DENNIS J. WATKINS

9-13-16  
Date

STATE OF ILLINOIS     )  
                           *ST. CLAIR*     )  
 COUNTY OF ~~MADISON~~     )

On September 13, 2016, DENNIS J. WATKINS personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.

*Patricia Addison*  
 Notary Public



Assignment

DENNIS J. WATKINS, Trustee of the Entertainment Media Trust, dated January 1, 2006, and re-stated by an instrument titled **TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST**, dated December 19, 2012, and being the owner as trustee of the hereafter-described assets (the "assets") does hereby assign, transfer, and set over all said assets described below to: **The Entertainment Media Trust #2; KATRINA M. SANDERS, Grantor, DENNIS J. WATKINS, Trustee.**

The assets transferred by this assignment are as follows:

Tower Sites:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

FCC Commercial Broadcast Station licenses (subject to prior FCC Consent before consummation of this Assignment):

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	DeSoto, MO	AM
KZQZ	72391	St. Louis, MO	AM
WQQW	90598	Highland, IL	AM
WQQX	72815	East St. Louis, IL	AM

Dennis J. Watkins, Trustee  
DENNIS J. WATKINS, Trustee,  
The Entertainment Media Trust

9-13-16  
Date

STATE OF ILLINOIS )  
COUNTY OF ST. CLAIR )  
~~MADISON~~

On September 13, 2016, DENNIS J. WATKINS personally appeared before me and acknowledged that this instrument was executed as that person's free act and deed.



Patricia Addison  
Notary Public

REDACTED

**TRUST AGREEMENT  
OF  
THE ENTERTAINMENT MEDIA TRUST #2**

**Katrina M. Sanders**, Grantor, and **Dennis J. Watkins**, Trustee, do hereby agree as follows. The purpose of this Agreement is to form a trust, to be known as the Entertainment Media Trust #2.

By an instrument titled **TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST**, dated December 19, 2012, **Robert S. Romanik** ("Robert"), as Grantor and Dennis J. Watkins, Trustee, restated a trust designated the *Entertainment Media Trust*, which was originally formed on January 1, 2006. Stephen Romanik II ("Stephen") was the initial beneficiary of the Entertainment Media Trust; he died on September 17, 2015. Stephen exercised a power of appointment at death granted to him in the trust instrument, in favor of Robert. By a written assignment dated SEPTEMBER 14, 2016, Robert assigned to Grantor his right to receive distribution of the assets of the Entertainment Media Trust.

Grantor now creates this trust in her capacity as the assignee of the right to receive the assets of the Entertainment Media Trust, as assigned to her by Robert S. Romanik. This Agreement is entered into by the parties pursuant to Section 16.4(d) of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 et seq.

**Article 1  
Introduction**

**1.1 Trust Beneficiary.** The initial and primary beneficiary of this trust is Katrina M. Sanders. She is hereafter referred to as "the Beneficiary," or "Katrina."

**1.2 Trust Assets.** The following assets have been or will be transferred to the trust and, when received by the trust shall be held and administered subject to the terms hereof:

Tower Sites:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

FCC Commercial Broadcast Station licenses (subject to prior FCC consent to the transfer):

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	DeSoto, MO	AM
KZQZ	72391	St. Louis, MO	AM
WQQW	90598	Highland, IL	AM
WQQX	72815	East St. Louis, IL	AM

1.3 **Name of Trust.** The name of this trust shall be the *Entertainment Media Trust #2*.

## Article 2 Trust Irrevocable

This instrument and the trusts established under this instrument are unamendable and irrevocable.

## Article 3 Trust Distributions

3.1 **Mandatory Payment of Income.** The trustee shall pay all the income to the beneficiary, at least annually.

3.2 **Discretionary Payment of Principal.** The trustee may pay to the beneficiary as much of the principal as the trustee from time to time considers necessary for her health, maintenance in reasonable comfort, education, and best interests.

3.3 **Power of Appointment at Death.** On the death of beneficiary, the trustee shall distribute the trust assets to any one or more persons, organizations, and her estate as she appoints by will, specifically referring to this power of appointment.

3.4 **Distribution on Termination.** On the death of beneficiary, the trustee shall distribute the trust assets not effectively appointed to Robert Romanik or, if he is not then living, to his heirs.

## Article 4 Distribution to Beneficiaries under Prescribed Age

Any property to be distributed to a beneficiary who is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, or education. Any income not so paid in each tax year shall be added to principal at the end of each tax year. The trustee shall distribute the remaining trust

assets to the beneficiary when the beneficiary attains age 25 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets.

**Article 5  
Contingent Gift Provision**

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to Grantor's heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if Grantor had died on the termination date unmarried and domiciled in Illinois.

**Article 6  
Trustee Succession**

**6.1 Resignation.** A trustee may resign at any time by signed notice to the income beneficiaries.

**6.2 Individual Trustee Succession.** Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

**6.3 Default of Designation.** If at any time no trustee is acting and no designated trustee is able and willing to act, then the trustee shall be any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries; provided, however, that under no circumstances may Grantor be appointed a trustee.

**6.4 Corporate Trustee Substitution.** A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

**Article 7  
Trustee Actions**

**7.1 Control.** Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor. The trustee shall exercise absolute control over the radio stations and FCC licenses in accordance with this Trust Agreement, and the beneficiary shall only have the rights to receive income and principal from the operation of the radio stations.



**7.2 Accountings.** Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions, and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A future beneficiary of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are commenced within three months after the account is sent, the account shall bind and be deemed approved by all of the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent, and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

**7.3 Trustee's Right to Account Settlement Before Distribution.** Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

**7.4 Acceptance of Predecessor's Accounts.** On the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

**7.5 Notice.** If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person whom the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

**7.6 Special Trustees.** If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

**7.7 Delegation to Co-Trustee.** Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating

trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

**7.8 Compensation.** The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

**7.9 Determinations by Trustee.** The trustee's reasonable determination of any question of fact shall bind all persons.

**7.10 Third-Party Dealings.** The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

**7.11 Exoneration of Trustee.** Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

**7.12 Bond.** No trustee need give bond, qualify before, or account to any court.

**7.13 Powers of Successor Trustee.** Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

## Article 8 Trustee Powers

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

**8.1 Retention.** To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.2 Sale.** To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;

**8.3 Real and Tangible Personal Property.** To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

**8.4 Borrowing.** To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

**8.5 Investing.** To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**8.6 Joint Investments; Distribution; Determination of Value.** To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.7 Rights as to Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

**8.8 Conservation of Assets.** To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

**8.9 Delegation.** To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable

**8.10 Payment of Expenses and Taxes.** To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

**8.11 Determination of Principal and Income.** To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (b) any premium paid for interest bearing debt obligations shall be amortized out of income;

**8.12 Compromising Claims.** To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

**8.13 Nominee Arrangements.** To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

**8.14 Liability Insurance.** To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

**8.15 Accepting Additional Property.** To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

**8.16 Environmental Matters.** To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**8.17 FCC Matters.** To hold and control the FCC licenses associated with the radio stations and to file all matters required by FCC licensees, make application to the FCC for technical modifications to the radio stations, and otherwise comport with all rules and regulations required of an FCC licensee.

**8.18 Ability To Take Other Actions.** To do all other acts to accomplish the proper management, investment, and distribution of the trust.

## Article 9 Administrative Provisions

**9.1 Income Payments.** Mandatory income payments shall be made at least quarterly.

**9.2 Standard for Discretionary Payments.** In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

**9.3 Facility of Payment.** The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible

personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

**9.4 Spendthrift.** No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

**9.5 Accrued and Unpaid Income.** Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

**9.6 Controlling Law.** The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

## Article 10 Definitions

### 10.1 Child and Descendant.

(a) **Child.** A "child" of a person means only: (1) a child born to the person or to the person's spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child's attaining age 21.

(b) **Descendant.** A child of a person is a "descendant" of that person and of all ancestors of that person. A person's descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) **Child in Gestation.** A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

**10.2 Code.** References to Sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

**10.3 Education.** "Education" means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or

REDACTED

training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

**10.4 Incapacity.** A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

**10.5 Income Beneficiary.** An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

**10.6 Per Stirpes.** Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants *per stirpes* in accordance with the preceding sentence and this sentence.

**10.7 Qualified Corporation.** A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.

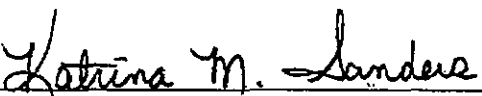
**10.8 Spouse.** The "spouse" of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

## Article 11


### Captions and Context of Terms

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Now, the parties affix their signatures, to indicate their willingness to be bound by the terms hereof.

  
KATRINA M. SANDERS, Grantor

9-14-16  
Date

  
DENNIS J. WATKINS, Trustee

9-13-16  
Date

STATE OF ILLINOIS )  
                                   *ST. CLAIR* )  
 COUNTY OF MADISON ) SS.

Subscribed by KATRINA M. SANDERS, September 14, 2016.



*Patricia Addison*  
 Notary Public

This document was prepared by:

PAUL H. LAUBER  
 3 B Club-Centre Court  
 Edwardsville, IL 62025  
 618 692 9080  
 618 692 9105 fax  
[paul@lauberlaw.us](mailto:paul@lauberlaw.us)

Grantor's initials: K.M.S.

Trustee's initials: *SGM*

REDACTED FOR PUBLIC INSPECTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PATRICK INSURANCE GROUP 208 E MILL ST WATERLOO IL 62298-1519 INSURED ENTERTAINMENT MEDIA dba Insane Broadcasting 125 S 8th St E St Louis IL 62201		<b>CONTACT NAME:</b> Patrick Idoux <b>PHONE (A/C No. Ext.):</b> 618-939-4948 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> service@patrickinsurance.com <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		845BAUI3898	08/11/2015	08/11/2017	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP ACC \$ 2000000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Entertainment Media Trust, Dennis J Watkins, Trustee  
 6500 W MAIN ST SUITE 315  
 BELLEVILLE, IL 62223

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



REDACTED FOR PUBLIC INSPECTION

**From:** Garziglia, John [<mailto:John.Garziglia@wbd-us.com>]  
**Sent:** Monday, November 20, 2017 12:17 PM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Just received the check. Thank you. Will send my client's signature page after lunch, submit the amendment and file with the FCC.

John

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Monday, November 20, 2017 10:49 AM  
**To:** Garziglia, John  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

UPS claims they delivered it to me 15 minutes ago...yet they haven't arrived or delivered any packages yet.

I may need those wire instructions and may need to send you a PDF from my client;

IF it arrives by noon, I'm having a courier run it down to you. I leave tonight for holiday.

Anthony T. Lepore, Esq.  
Tel: 202.681.2201  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:John.Garziglia@wbd-us.com>]  
**Sent:** Friday, November 17, 2017 3:13 PM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Anthony,

I can send wiring instructions if you need them.

John

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Friday, November 17, 2017 3:12 PM  
**To:** Garziglia, John  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

**REDACTED FOR PUBLIC INSPECTION**

John - hoped to have the docs/check today and to you on Monday but UPS now says:

Earth City, MO, United States	11/17/2017 2:54 A.M.	We've incorrectly sorted this package which may cause a delay.
	11/17/2017 2:53 A.M.	Origin Scan
United States	11/16/2017 6:36 P.M.	Order Processed: Ready for UPS (ET)

No update since 12 hrs ago, so maybe I get it today, maybe tomorrow, maybe monday - worst case you will have it Tuesday.

Anthony T. Lepore, Esq.  
Tel: 202.681.2201  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:John.Garziglia@wbd-us.com>]  
**Sent:** Thursday, November 16, 2017 2:44 PM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

OK. Thanks. I will be out starting next Wednesday for six days.

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Thursday, November 16, 2017 1:20 PM  
**To:** Garziglia, John  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

I just found out fedex left today, I'll have it tomorrow, you'll have it Monday

Anthony T. Lepore, Esq.  
Tel: 202.681.2201  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:John.Garziglia@wbd-us.com>]  
**Sent:** Thursday, November 16, 2017 11:32 AM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Anthony,

I received the signed Joint Request but I have not yet received the signed Settlement Agreement and the check. Can you advise on status please? Thanks.

John

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Monday, November 13, 2017 9:15 AM  
**To:** Garziglia, John  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

John - I noticed an error on the signature page of the name of my client so this version corrects same.

Mailing you two hard copies today signed by me - waiting on my client's signed agreement and the check, will forward when received.

**Anthony T. Lepore, Esq.**  
**Tel:** 202.681.2201  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Friday, November 10, 2017 10:25 AM  
**To:** 'Garziglia, John'  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

John - final clean in Word and PDF - will mail you two signed counterpart originals on Monday when I get back to DC.

Anthony

**Anthony T. Lepore - Radiotvlaw Associates, LLC**  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

DC Office:	FL Office:	MA Office:
4101 Albemarle Street NW #324	P.O. Box 848842	P.O. Box 1272
Washington, DC 20016-2151	Hollywood, FL 33084-0842	Pittsfield, MA 01202-1272
202.681.2201 (Tel)	954.562.4587 (Tel)	617.942.1322 (Tel)

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**From:** Garziglia, John [<mailto:John.Garziglia@wbd-us.com>]  
**Sent:** Thursday, November 9, 2017 2:03 PM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

OK to the changes. Thanks.

John

**John Garziglia**

Partner

Womble Bond Dickinson (US) LLP

d: 202-857-4455

e: [John.Garziglia@wbd-us.com](mailto:John.Garziglia@wbd-us.com)

1200 Nineteenth Street, N.W.

Suite 500

Washington, DC 20036



[womblebond dickinson.com](http://womblebond dickinson.com)



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**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]

**Sent:** Thursday, November 09, 2017 1:51 PM

**To:** Garziglia, John

**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

John - two very tiny edits show in redline in the attached - if OK, I'll accept changes, print and sign and send to you (and email a PDF) on Monday - I'm out of office today and tomorrow working from NYC.

**Anthony T. Lepore, Esq.**

**Tel:** 202.681.2201

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:John.Garziglia@wbd-us.com>]

**Sent:** Tuesday, November 7, 2017 6:22 PM

**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Anthony,

The Settlement Agreement is acceptable as drafted. The Cromwell Group, Inc. of Illinois is prepared to sign.

I am attaching a final of the agreement ready for signatures in PDF dated for November 9, 2017 (the only change made is the

insertion of the date). Please confirm that your client is ready to sign and deliver the check and I will have my client likewise sign.

Also attached for your review is a draft Joint Request for Approval of Settlement Agreement. Please let me know of any proposed edits.

The Cromwell Group, Inc. of Illinois is prepared to file its amendment upon the signing of the agreement and receipt of the check.

I look forward to finalizing this.

All the best,

John

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Friday, November 03, 2017 2:40 PM  
**To:** Garziglia, John  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

John - enclosed is a redline representing Entertainment Media Trust's final proposal regarding this matter - as previously written by you, the financial terms were effectively a "blank check" to seek reimbursement of what should be a relatively simple engineering amendment by Chuck - EMT is willing to resolve these matters so long as there is cost certainty.

If this is unacceptable, then we'll proceed to Auction 99.

Anthony

**Anthony T. Lepore - Radiotvlaw Associates, LLC**  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

DC Office:  
4101 Albemarle Street NW #324  
Washington, DC 20016-2151  
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FL Office:  
P.O. Box 848842  
Hollywood, FL 33084-0842  
954.562.4587 (Tel)

MA Office:  
P.O. Box 1272  
Pittsfield, MA 01202-1272  
617.942.1322 (Tel)

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**From:** Garziglia, John [<mailto:JGarziglia@wcsr.com>]  
**Sent:** Thursday, October 26, 2017 10:01 AM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Anthony,

What is reflected in the written draft of the agreement is the deal that Cromwell is prepared to enter into. Chuck Anderson is neither a principal in Cromwell nor a its counsel.

As I noted below, it is Cromwell taking all of the risk. If your client would like to propose an engineering solution in which it takes the risk and changes channels, and Cromwell stays on its applied-for channel, then I will discuss it with Cromwell and perhaps there is a different way to avoid going to auction.

All the best,

John

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**John F. Garziglia, Esq.**

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1200 19th Street, N.W. Suite 500 / Washington, DC 20036  
(202) 857-4455 (direct) / (202) 261-0055 (fax)

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Local Public File Checklists for 2017: [www.garziglia.com/checklists](http://www.garziglia.com/checklists)

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"The best way to hire a broadcast station lawyer is to ally with a tenacious, industry-knowledgeable counselor who has a passion for broadcasting" – JFG

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]  
**Sent:** Thursday, October 26, 2017 8:56 AM  
**To:** Garziglia, John  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

John - I appreciate the revision however it still does not reflect the agreement reached by the parties;

As relayed from Chuck Anderson to Don Lynch:

Cromwell agrees to split 50/50 any additional costs associated with the engineering/legal for the settlement agreement and engineering amendment. They agree those costs are not to exceed \$5,000.00 total (\$2,500.00 each).

Accordingly, it should be the LESSER of 50% or \$2500, not the greater of as you wrote in Paragraph 4.

Make that edit and we will be done.

Anthony

Anthony T. Lepore, Esq.  
Tel: 202.681.2201  
[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:JGarziglia@wcsr.com>]  
**Sent:** Wednesday, October 25, 2017 5:11 PM  
**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)  
**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Hi Anthony,

Cromwell is taking all of the risk here in changing channels. Cromwell will agree to the consideration outlined in the attached with the right of first refusal being deleted.

All the best,

John

**John Garziglia | Partner**  
Womble Carlyle Sandridge & Rice, LLP  
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Washington, DC 20036  
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We are pleased to announce we will be changing our name to Womble Bond Dickinson (US) LLP on November 1, 2017:



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"The best way to hire a broadcast station lawyer is to ally with a tenacious, industry-knowledgeable counselor who has a passion for broadcasting" – JFG

**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]

**Sent:** Tuesday, October 24, 2017 8:57 AM

**To:** Garziglia, John

**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

John - thank you for your draft - please see enclosed redline which reflects what my client believed was the agreement - the ROFR is not acceptable under any circumstances.

I look forward to your reply.

**Anthony T. Lepore, Esq.**

**Tel:** 202.681.2201

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:JGarziglia@wcsr.com>]

**Sent:** Thursday, October 19, 2017 6:01 PM

**To:** [anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Hi Anthony,

My apologies for the delay. Attached is a proposed settlement agreement for your client's consideration. I look forward to hearing from you.

All the best,

John



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**John F. Garziglia, Esq.**

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Local Public File Checklists for 2017: [www.garziglia.com/checklists](http://www.garziglia.com/checklists)

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"The best way to hire a broadcast station lawyer is to ally with a tenacious, industry-knowledgeable counselor who has a passion for broadcasting" – JFG



**From:** Anthony T. Lepore [<mailto:anthony@radiotvlaw.net>]

**Sent:** Tuesday, October 17, 2017 10:00 AM

**To:** Garziglia, John

**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Hi John; Just following upon this item as the month will be gone sooner than we care to think

Anthony

**Anthony T. Lepore, Esq.**

**Tel:** 202.681.2201

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

**From:** Garziglia, John [<mailto:JGarziglia@wcsr.com>]

**Sent:** Tuesday, October 10, 2017 11:07 AM

**To:** Anthony T. Lepore, Esq.

**Subject:** RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

Hi Tony,

I am out of the office until Thursday and will work on this then. Thanks.

John

**REDACTED FOR PUBLIC INSPECTION**

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "Anthony T. Lepore" <[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)>

Date: 10/10/2017 8:06 AM (GMT-05:00)

To: "Garziglia, John" <[JGarziglia@wcsr.com](mailto:JGarziglia@wcsr.com)>

Subject: RE: The Cromwell Group - BNPFT-20170801AEL - Auction 99 MX

EXTERNAL EMAIL: Open Attachments and Links With Caution

Hi John:

I represent Entertainment Media Trust, holder of BNPFT-20170726AEF for Channel 275 in Highland, IL in the most recent FM Translator filing window - we are MX'd with your client The Cromwell Group on their application in Vandalia, IL.

Our respective clients' engineers Don Lynch and Chuck Anderson have been talking since the settlement window opened and I believe the parties have agreed that your client will amend their application to move to a different channel to resolve the MX and the parties will share 50/50 the engineering and legal expense (up to \$2500 max for each or \$5000 total) associated with the 349 amendment and a settlement agreement reflecting same.

Can you please provide me with a draft settlement agreement to review at your earliest convenience so we may have that completed and executed along with your client's 349 amendment well in advance of the 11/2 deadline.

Thanks in advance.

Anthony

**Anthony T. Lepore - Radiotvlaw Associates, LLC**

[anthony@radiotvlaw.net](mailto:anthony@radiotvlaw.net)

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