



**NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT OF 1974 AND THE PAPERWORK  
REDUCTION ACT**

Section 9 of the Communications Act authorizes the FCC to request the information on this form. The information requested is required to recover costs incurred in carrying out its enforcement activities, policy and rulemaking activities, user information services, and international activities. The form will be used primarily to capture paper information in order to speed the refund process and maintain required accounts receivable information. It will also be used to collect fines and debts due the Commission.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Federal Communications Commission, Records Management Division, AMD-PIRS, Washington, DC 20554, and to the Office of Management and Budget, Office of Information and Regulatory Affairs, Paperwork Reduction Project (3060-0589), Washington, DC 20503.

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**ORIGINAL** 960531TX

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

Approved by OMB  
3060-0075  
Expires 8/31/90

For Commission Use Only  
File No.

**APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSEE OR PERMITEE, OR ASSIGNMENT OF LICENSE OR PERMIT,  
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION**  
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

A.  Consent to assignment

Consent to transfer of control

B. For a  TV translator

Low power TV station

FM translator

2. Name of Assignor/Transferor

GERRARD A. TURRO

Street Address (or other identification)

6 8 7 O R C H A R D S T R E E T

Telephone No.  
(Include Area Code)

City

State

ZIP Code

O R A D E L L

N J

0 7 6 4 9

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters W276AQ  
W232AL

(b) Location FORT LEE, NJ  
POMONA, NY

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement? NOT APPLICABLE

YES  NO

If No, attach as Exhibit No. \_\_\_\_\_ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

5. Call letters of any auxiliary stations which are to be assigned: NONE

6. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

The Exhibit should include the following information:

- (a) name of party with such interest;
- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application; or docket number;
- (d) location

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

YES  NO

If Yes, attach as Exhibit No. \_\_\_\_\_ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

**CERTIFICATION**

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3580 of the rules?  YES  NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, SECTION 1001**

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 29 day of MAY, 19 96.

GERRARD A. TURRO

Name of Assignor/Transferor

Signature

Title

Section II

Assignee/Transferee

1. Name of Assignee/Transferee

STEPHEN M. GANSLER

Street Address (or other identification)

6 4 N I C O L E T E R R A C E

Telephone No. (Include Area Code)

City

State

ZIP Code

B R I D G E W A T E R

N J

0 8 8 0 7

2. Assignee/Transferee is: (check one of the following)

an individual

a general partnership

a limited partnership

a corporation

other (explain) NOTE: THE PROPOSED ASSIGNEE IS THE TRUSTEE UNDER THE GERARD A. TURRO TRUST, SEE EXHIBIT NO. 1

3. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in attached Exhibit No. \_\_\_\_\_ the nature of the applicant.

4. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments?  YES  NO

(b) Will any funds, credit, or other consideration for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?  YES  NO

If Yes, provide particulars as attached Exhibit No. \_\_\_\_\_

5. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony; lotteries, unlawful restraints or monopolies; unlawful combinations, contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? (See Instruction 9 for the definition of a "party" to this application.)  YES  NO

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 5.(a)?  YES  NO

If the answer to (a) or (b) above is Yes, attach as Exhibit No. \_\_\_\_\_, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter.

6. The applicant certifies that sufficient net liquid assets are on hand or available from committed sources to consummate the transaction and operate the facilities for three months.  YES  NO

7. The applicant certifies that:

(a) it has a reasonable assurance of present commitments from each donor, from each party agreeing to furnish capital, from each bank, financial institution or others agreeing to lend funds, and from each equipment supplier agreeing to extend credit;

(b) it has determined that a reasonable assurance exists that all such sources (excluding banks, financial institutions and equipment suppliers) have sufficient net liquid assets to meet these commitments; and

(c) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment or donations.  YES  NO

FOR LOW POWER TELEVISION APPLICANTS ONLY

8. Low power television stations must offer a broadcast program service (a nonprogram service is not permitted). Attach as Exhibit No. \_\_\_\_\_ a brief description, in narrative form, of the proposed program service.

9. Does the low power television applicant propose to employ five or more full time employees?  YES  NO

If the answer is Yes, the applicant must include an EEO program called for in the separate Five Point Model EEO Program (attached).

CERTIFICATION

THE ASSIGNEE/TRANSFEEE hereby waives 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 requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The ASSIGNEE/TRANSFEEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE/TRANSFEEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNEE/TRANSFEEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, SECTION 1001

I certify that the assignee's/transferee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 28 day of MAY, 1996

STEPHEN M. GANSLER

Name of Assignee/Transferee

Stephen M. Gansler

Signature

TRUSTEE

Title

United States of America  
Federal Communication Commission  
Washington, D.C. 20554

MODEL EEO PROGRAM

STEPHEN M. GANSLER, TRUSTEE, 64 NICOLE TERRACE

1. Name of Applicant	Street Address		
BRIDGEWATER	NJ	08807	908 526-3956
City	State	Zip Code	Telephone No. (Include Area Code)

2. This form is being submitted in conjunction with:

- Application for Construction Permit for New Station
- Application for Assignment of License
- Application for Transfer of Control

(a) Call letters (or channel number or frequency)  
W276AQ  
\_\_\_\_\_

W232AL

(b) Community of License  
FORT LEE  
\_\_\_\_\_

City  
POMONA

NJ  
State  
NY

INSTRUCTIONS

Applicants seeking authority to construct a new low power television broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discriminating in employment and related benefits on the basis of race, color, religion, national origin or sex. See Section 73.2080 of the Commission's Rules. Pursuant to these requirements, an applicant who proposes to employ five or more fulltime station employees must establish a program designed to assure equal employment opportunity for women and minority groups (that is, Blacks not of Hispanic origin, Asians or Pacific Islanders, American Indians or Alaskan Natives and Hispanics.) This is submitted to the Commission as the Model EEO Program. If minority group representation in the available labor force is less than five percent (in the aggregate), a program for minority group members is not required. In such cases, a statement so indicating must be set forth in the EEO model program. However, a program must be filed for women since they comprise a significant percentage of virtually all area labor forces. If an applicant proposes to employ less than five fulltime employees, no EEO program for women or minorities need be filed.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

- Station will employ less than 5 fulltime employees; therefore no written program is being submitted.
- Station will employ 5 or more fulltime employees. Our 5 point program is attached.

**CERTIFICATION**

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 28 day of MAY, 19 96

Stephen M. Handler

Signature

TRUSTEE

Title

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT  
U.S. CODE, TITLE 18, SECTION 1001**

ANTI-DRUG ABUSE ACT CERTIFICATION

The applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853a, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. § 1.2002 (b).

Yes

No

^

Name of Applicant	Signature
STEPHEN M. GANSLER	<i>Stephen M Gansler</i>
Date	Title
5/28/96	TRUSTEE

**AGREEMENT**

The trust under which it is proposed that the assignee will hold the licenses for translator stations W276AQ, Fort Lee, New Jersey, and W232AL, in Pomona, New York, is attached hereto as Attachment A. Under the trust, those licenses and all assets associated with the translators will be assigned to the trustee upon grant of Commission consent.

On April 5, 1996, the letter a copy of which is provided at Attachment B was sent to the proposed assignor. It directs Mr. Turro to come into compliance with Section 74.1232 of the Commission's rules by terminating (a) his business association with the licensee of FM radio station WJUX(FM), (b) the carriage by his translators of the signal of WJUX(FM), or (c) his ownership of those translators. The purpose of the proposed assignment of the translator licenses is to carry out the intent of the April 5, 1996 letter by placing the translator licensees in the trust.

Under the terms of the trust, Mr. Turro will have no communication with the trustee concerning the operation of the translators, and the trustee will have complete discretion as the licensee of the translators to change the mode of operation of the translators in any way permitted by the Commission's rules, including a change in the identify of the FM station being translated.

# The Gerard A. Turro Trust

AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 199 , between Gerard A. Turro, referred to herein as the "Grantor" and Stephen M. Gansler referred to herein as the "Trustee" or "Trustees".

The Grantor hereby irrevocably assigns and delivers to the Trustees all the incidents of ownership of the licenses for the translators known as W276AQ, Fort Lee, New Jersey and W232AL, Pomona, New York, (hereinafter referred to as the "translators") and such other property described in Schedule A annexed hereto, together with any additional property which may hereafter be transferred to and accepted by the Trustees, IN TRUST, to be held, managed, administered and distributed by the Trustees as provided in this Agreement.

## ARTICLE I.

### TRUSTEES RIGHTS AND OBLIGATIONS WITH RESPECT TO ASSETS OF THE TRUST

The Trustees are hereby vested with all the incidents of ownership in the translators and the assets listed on Schedule A and are authorized and empowered to exercise, either before or after the Grantor's death, all the rights, options, elections or privileges exercisable in connection with such assets.

## ARTICLE II.

### TERM OF TRUST

This trust shall have an initial term of five (5) years from the date of its inception. Thereafter the trust shall continue for additional five year terms, unless during any five year term, the Grantor notifies the Trustee in writing that the trust shall terminate at the end of the current five year term.

Notwithstanding any provision contained herein to the contrary, this trust shall terminate upon notice to the Trustee(s) by the Grantor that any of the following events has occurred:

A. The Federal Communications Commission (the "FCC") determines that the licensee of W276AQ is permitted to engage in local program origination.

B. The Grantor is no longer associated with the primary radio station being translated by the translators.

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07450  
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C. The FCC determines that the Grantor may be associated with the primary radio station and be simultaneously associated with the translators.

### ARTICLE III.

#### TRUST PROVISIONS EFFECTIVE DURING THE TERM OF THE TRUST.

During the term of the trust, it is the Grantor's direction that the Trustees maintain sufficient assets to fulfill the Grantor's stated intention as defined in the SPECIAL PROVISIONS section of this instrument. Consistent with that stated intention, the Trustees shall hold the translators and the property listed in Schedule A hereto, for the following purposes:

To pay to the Grantor, the Grantor's spouse and/or the Grantor's living issue, at any time or times that they deem it advisable, such sums from or any part or all of the income and/or principal, as the Trustees, in their sole and nonreviewable discretion, shall deem advisable to provide for such purposes, irrespective of cause or need, as the Trustees, in their sole and nonreviewable discretion, shall deem to be in the best interests of the Grantor, the Grantor's spouse and/or the Grantor's living issue, consistent always with the Grantor's stated intention for the creation of this trust. This power shall include the power to terminate the trust and distribute the principal thereof to the beneficiary.

### ARTICLE IV.

#### TRUST PROVISIONS EFFECTIVE UPON TERMINATION OF THE TRUST.

Upon the termination of the Trust, the Trustees shall hold the property of the trust for the purposes specified in subparagraph (a) if the Grantor is then surviving; subparagraph (b) if the Grantor is not then surviving but the Grantor's spouse is then surviving; subparagraph (c) if neither the Grantor nor the Grantor's spouse are then surviving, but the Grantor has issue surviving him; and subparagraph (d) if the Grantor and the Grantor's spouse are not then surviving and at the same time the Grantor has no then surviving issue.

(a) Any property directed to be disposed of as provided in this subparagraph shall be distributed outright and free of all trust to the Grantor. No transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer can be approved and effectuated.

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(b) Any property directed to be disposed of as provided in this subparagraph shall be distributed outright and free of all trust to the Grantor' spouse. No transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer can be approved and effectuated.

(c) Any property directed to be disposed of as provided in this subparagraph shall be distributed amongst the then surviving issue of the Grantor, per stirpes, and not per capita. No transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer can be approved and effectuated. Such transfer shall be subject, however, to the provisions of the following subparagraphs if any such person be then under the age of twenty-five (25) years.

(1) The Trustees shall hold each such share which is set apart for any issue of the Grantor who has not attained the age of twenty-five (25) years ("the beneficiary"), IN TRUST, during the life of the beneficiary or until the earlier termination of the trust, for the following purposes:

(A) The Trustees, at any time or times that they deem it advisable, may pay or apply to or for the benefit of the beneficiary, such sums from or any part or all of the income and/or principal, as the Trustees, in their sole and nonreviewable discretion, shall deem advisable to provide for such purposes, irrespective of cause or need, as the Trustees, in their sole and nonreviewable discretion, shall deem to be in the best interests of the beneficiary. This power shall include the power to terminate the trust and distribute the principal thereof to the beneficiary.

(B) To pay to the beneficiary upon his/her attaining the age of twenty-five (25) years the then remaining principal if any, free of all trust. No transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer can be approved and effectuated.

(C) Upon the death of the beneficiary prior to his/her twenty-fifth (25th) birthday, to pay the then remaining principal, if any, to his/her then living issue, or if he/she has no such issue to the Grantor's then living

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issue, except that the share of any issue of the Grantor for whose benefit a trust shall then exist hereunder shall be added to such trust, to be administered and disposed of as if a part thereof from inception. No transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer of the translators can be approved and effectuated. If the Grantor also has no issue then living, such principal shall be disposed of as provided in subparagraph (d).

(b) Any property directed at any time to be disposed of as provided in this subparagraph shall be paid to such persons and in such amounts and proportions as would be entitled to receive the same under the laws of the State of New Jersey then in existence, if the Grantor had then died intestate, a resident of the State of New Jersey and the owner of said property. No transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer of the translators can be approved and effectuated.

#### ARTICLE V.

##### ADMINISTRATIVE PROVISIONS

(a) If, under the terms of other provisions of this trust, any money or other property is required to be distributed to a person who is a minor or who is otherwise under a disability (such as incompetency), such money or other property shall not be so distributed, but instead shall be held by the Trustees, IN TRUST, for the following purposes:

(1) During the period of minority or other disability, the Trustees shall pay to the minor or other person under a disability any part or all of the income or principal as the Trustees may, in their discretion, determine to be reasonably necessary for such person's support, maintenance, education, or health or to meet the costs of any illness or accident affecting such person.

(2) During the period of minority or other disability, the Trustees may accumulate any part of the income not disposed of pursuant to subarticle (a) of this article, or they may add such income to principal.

(3) Upon the termination of minority or the other disability, the Trustees shall pay all remaining property to the

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person whose minority or disability has terminated, or in the event such person has died before attaining majority or without termination of the disability, the Trustees shall distribute such property to such person's estate.

(b) Any property which the Trustees are authorized to pay to a person who is a minor or otherwise under a disability, may, in the discretion of the Trustees, be paid for the benefit of such person to a guardian or to another individual who is not under a disability with whom the minor or otherwise disabled person resides. If the Trustees obtain a receipt for any payment made in accordance with this provision, such receipt shall fully discharge them from liability with respect to such payment and from further accountability therefore.

(c) Whenever the Trustees are directed or authorized to make payments to a person, the Trustees are authorized, in their discretion, to apply such payments to or for the use of such person.

(d) Any income which has been accumulated by the Trustees for the benefit of a specified person may be paid to such person at any time prior to the termination of the trust which earned the income and shall be paid to such person upon such termination. In the event that such person dies prior to the termination of such trust, any such accumulated income shall be paid to his or her estate.

(e) The Trustees, in exercising any discretionary powers given to them under any provision of this trust, need not take into consideration any other assets or income owned by or available to the person to whom a discretionary payment is under consideration, except that the Trustees shall be prohibited from making any payments in reimbursement to any governmental entity which may have incurred expense for the benefit of a beneficiary, and the Trustees shall not pay any obligation of a beneficiary which obligation is otherwise payable to any governmental entity or pursuant to any governmental program of reimbursement or payment. It is the Grantor's primary purpose in creating the trusts provided for in this agreement to benefit the beneficiaries of the income and not to preserve the principal for the benefit of the remaindermen; this purpose shall be carried out in determining any questions which may arise between the interests of the beneficiaries of the income and the interests of the beneficiaries of the remainders.

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ARTICLE VI.

DEFINITIONS

The word "issue" as used in this agreement (i) shall mean issue per stirpes and (ii) shall include those born after the date of this agreement. The word "minor" as used in this agreement shall mean a person under the age of majority in the jurisdiction in which such person is domiciled, and the word "minority" shall mean that period before such person attains the age of majority. The words "Trustee" and "Trustees" apply to and include not only the Trustees named herein to act in the first instance, but also, unless otherwise specifically provided, any additional or successor Trustee. The word "discretion" means "sole, exclusive and unrestricted discretion". Unless the context otherwise requires, the masculine shall be deemed to include the feminine and neuter, and the use of the singular and plural shall be interchangeable.

ARTICLE VII.

ADDITIONS TO TRUST

The Grantor or any other person may, at any time and from time to time, add additional property, by will or lifetime transfer, to the trust, provided such property is acceptable to the Trustees. Any property so added shall become a part of the trust estate and shall be subject in all respects to the terms and conditions of this Agreement.

ARTICLE VIII.

SUCCESSOR TRUSTEES

The Trustees shall have the power to designate an additional Trustee to act with them or one or more successor Trustees to serve upon the occurrence of a vacancy after all of the above named alternates have been exhausted. Any such designation shall be in writing and shall become effective upon the delivery thereof to the person so designated and the qualification of such person by his acceptance of the trust delivered in writing to the acting Trustee. Additional and successor Trustees shall be vested with all the discretion, authority, rights and immunities and be subject to all of the duties of the Trustees named in this Agreement. If at any time there is no Trustee available to act or to name an additional or successor Trustee, the Grantor shall have the power to appoint a successor Trustee.

ARTICLE IX.

TRUSTEE'S RESIGNATION

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Ridgewood, NJ  
07450  
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A Trustee may resign by executing and acknowledging a written resignation and delivering it to an acting Trustee, if there is a Trustee acting, or if not to the Grantor if then living, or if not to the Grantor's spouse if then living, or if not to an income beneficiary of the trust.

#### ARTICLE X.

#### TRUSTEES BOND, ACCOUNTING AND STANDARD OF RESPONSIBILITIES

No Trustee shall be required to furnish any bond, undertaking or other security for the faithful discharge of his duties as Trustee.

The Trustees shall maintain accurate accounts and records, and shall render annual statements to the Grantor if then living, or if not to the Grantor's spouse if then living, or if not to the Grantor's then living children. Such statement shall set forth a complete inventory of the properties then constituting the trust estate and shall effect all receipts and disbursements of income and principal of the trust estate. Written approval of such statement by the person or persons entitled to such accounting shall, as to all matters and transactions stated therein or shown thereby, be final and binding on all persons, whether in being or not, who are then or may thereafter become interested in or entitled to share in either the income or the principal of this trust, provided that the right to assent to the Trustee's account does not include any power or right to enlarge or shift the beneficial interest of any beneficiary of the trust.

#### ARTICLE XI.

#### TRUSTEES' POWERS

Without limiting the authority which the Trustees would otherwise have pursuant to law or pursuant to other provisions of this agreement, they are hereby vested with the following discretionary powers which they shall have until the final distribution of all assets in their hands:

(a) To retain for as long a period of time as they may consider advisable or proper any property which may at any time be in their hands.

(b) To sell at public or private sale or to exchange any property which may at any time be in their hands, without application to court, on any terms which they may consider advisable or proper, including terms involving an extension of credit for any period of time and with or without security.

(c) To invest in or otherwise acquire any property, without being bound by any provision of law restricting investments by trustees, including but not limited to common and preferred stocks, secured and unsecured obligations, mutual and common funds, other securities, mortgages, and interests and options in any of the foregoing.

(d) To acquire and retain property without regard to any principles of diversification.

(e) To acquire, exercise, sell or abandon, conversion, subscription and other rights and options in connection with securities or any other property, and to grant options for any period of time.

(f) To operate, repair, alter, improve, insure, grant options upon, mortgage, partition, or lease for any period of time any real property or interest in real property which at any time forms part of any trust herein created.

(g) To employ and pay investment advisers, accountants, attorneys, bookkeepers, clerks, stenographers and other assistants.

(h) To borrow such sums of money as they deem advisable for the proper administration of the trust.

(i) To arrange for the automatic application of dividends in reduction of premium payments, with regard to all policies of insurance held in the trust estate. Otherwise, such dividends shall be treated as income and shall be applied to the payment of such premiums.

(j) To make any division or distribution hereunder in kind or in cash or partly in each.

(k) To determine, in case of reasonable doubt on their part, whether any property coming into their hands constitutes income or principal, and whether any payment or expenditure made by them shall be charged to income or to principal, but any distribution by a corporation or association made to the Trustees in the shares of the distributing corporation or association, whether in the form of a stock split or stock dividend, shall be allocated wholly to principal.

(l) To place the assets of the trust or any part of them in one or more bank, brokerage, custodian or other accounts with any banks, trust companies, or stock brokerage firms, and to pay the cost of maintaining such accounts.

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(m) To maintain bank, brokerage, custodian and other accounts under the title of "The Gerard A. Turro Trust dated \_\_\_\_\_" or in the name of the Trustees or any of them, followed by the words "As Trustee(s) of the Gerard A. Turro Trust dated \_\_\_\_\_".

(n) To keep property of the trust in any convenient place of safekeeping, without limitation, provided that such property is at all times earmarked as being the property of the trust.

(o) To delegate to any one of the Trustees, or to others, any nondiscretionary power, including but not limited to the power, singly or with others, to sign checks, withdrawal slips, instructions for the receipt or delivery of securities or other property, and instructions for the payment or receipt of money, and the power, singly or with others, to have access to any safe deposit box or other place where property of any trust created pursuant to this agreement is deposited.

(p) The Trustees may in their sole discretion obtain the services of such legal, engineering and other experts as they deem appropriate to advise them concerning the operation of the translators. The trustees may expend trust funds to meet such expenses, as well as other expenses associated with the operation of the translators, including but not by way of limitation, electricity, rent, and insurance.

#### ARTICLE XII.

##### ACCEPTANCE OF TRUST

Stephen M. Gansler hereby accepts the trust and agrees to execute the same to the best of his/her ability.

#### ARTICLE XIII.

##### SPENDTHRIFT PROVISIONS

No part of the income or principal of this trust can be transferred, pledged or otherwise alienated by any beneficiary, nor shall any beneficiary's interest be subject to the claims of his creditors.

#### ARTICLE XIV.

##### IRREVOCABILITY OF TRUST

This Agreement and the trust created hereby are irrevocable. The Grantor expressly waives all power to alter, amend, revoke or terminate this Agreement and the trust created hereby either in whole or in part.

ARTICLE XV.

GOVERNING LAW

This Trust Agreement has been executed, delivered and accepted in the State of New Jersey, and the trust hereby created shall be governed and construed and administered according to the laws of the State of New Jersey.

ARTICLE XVI.

TITLES, GENDER AND SINGULAR AND PLURAL

The titles of the various sections of this Trust Agreement are for convenience and identification purposes only. The titles shall not be deemed to be part of this Trust Agreement for purposes of ascertaining the intent or meaning of any provision in this Trust Agreement or for any other reason.

Unless the context otherwise requires, the use of the masculine shall include the feminine, the use of the feminine shall include the masculine, and the use of the singular and plural shall be interchangeable.

ARTICLE XVII.

ANTI-PERPETUITIES CLAUSE

This instrument shall not be construed as postponing the distribution of any trust beyond the period of 21 years less one day from the date of the death of the last survivor of Grantor's spouse, the Grantor's descendants presently in being, and the Grantor. Upon the expiration of such period, all trusts shall terminate and all the assets thereof shall be distributed outright to those parties designated as the ultimate beneficiaries of the trusts in question.

ARTICLE XVIII.

DIVORCE OF GRANTOR'S SPOUSE

For the purposes of this Trust Agreement, a divorce judgement between the Grantor and the Grantor's spouse shall be deemed to be equivalent to the Grantor's spouse's death for purposes of terminating the Grantor's spouse's rights as Trustee and/or beneficiary hereunder.

Michael A. Manna &  
Associates, P.C.  
Counsellors at Law  
61 N. Maple Ave.  
Ridgewood, NJ  
07450  
(201) 447-2800

ARTICLE XIX.

SPECIAL PROVISIONS

A. The purpose of this trust is to continue the operation of the translators, the licenses to which have been transferred from the Grantor to the trust.

During the term of the trust, the trustee(s) shall not communicate with Grantor or anyone acting on behalf of Grantor with respect to the operation of the translators. The trustee(s) may, without communicating with or notice to Grantor or anyone acting on his behalf, change the mode of operation of the translators in any way compliant with the then current rules and regulations of the FCC, including the identity of the primary station being translated.

This trust is intended to comply with all existing and future requirements of the FCC and/or any other governmental or quasi-governmental body charged with the regulation of radio transmissions, so as to ensure the lawful operation of the translators. The provisions of this instrument shall be construed in accordance with that stated intention. Should any provision of this instrument be inconsistent or in conflict with any applicable requirement of the FCC and/or any other governmental or quasi-governmental body charged with the regulation of radio transmissions as they relate to this stated intention, then such requirement shall be deemed to override and supersede the inconsistent or conflicting provision. Any required provision that is omitted from this instrument as it relates to this stated intention, shall be incorporated herein by reference and shall apply retroactively, if necessary, and be deemed to be a part of this instrument to the same extent as though expressly set forth herein. Solely for the purpose of complying with the stated intention, the Grantor specifically empowers the trustee to amend this instrument during the Term or any subsequent Term in any required manner, and, if necessary, any such amendment shall apply retroactively to the inception of the trust.

B. Notwithstanding any provision contained herein to the contrary, no transfer shall be made of the licenses for the translators until receipt of all required approvals from the FCC or any other governmental or quasi-governmental body. The trust shall continue in existence until such a transfer can be approved and effectuated.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

Michael A. Manna &  
Associates, P.C.  
Counsellors at Law  
61 N. Maple Ave.  
Ridgewood, NJ  
07450  
(201) 447-2800

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Grantor - Gerard A. Turro

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Trustee - Stephen M. Gansler

**Michael A. Manna &  
Associates, P.C.**  
*Counsellors at Law*  
61 N. Maple Ave.  
Ridgewood, NJ  
07450  
(201) 447-2800

State Of New Jersey

]ss:

County Of

On this \_\_\_\_\_ day of \_\_\_\_\_, 199 , before me personally came Gerard A. Turro, to me known and known to me to be the person described in, and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

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

State Of New Jersey

]ss:

County Of

On this \_\_\_\_\_ day of \_\_\_\_\_, 199 , before me personally came Stephen M. Gansler, to me known and known to me to be the person described in, and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

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

**Michael A. Manna &  
Associates, P.C.**  
*Counsellors at Law*  
61 N. Maple Ave.  
Ridgewood, NJ  
07450  
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SCHEDULE A

\$

cash deposit

Michael A. Manna &  
Associates, P.C.  
Counsellors at Law  
61 N. Maple Ave.  
Ridgewood, NJ  
07450  
(201) 447-2800

**SCHEDULE A**

- (1) **BEXT EXCITER**
- (1) **SONY RECEIVER**
- (1) **INOVONICS LIMITER**
- (4) **SCALA HDCP 10 ANTENNAS**
- (1) **SCALA RECEIVING ANTENNA**
- (1) **SHIVELY SINGLE BAY ANTENNA**
- (1) **BEXT EXCITER**
- (1) **SONY RECEIVER**
- (1) **SCALA RECEIVING ANTENNA**
- (1) **OPTIMOD PROCESSOR**
- (1) **SHIVELY SINGLE BAY ANTENNA**