

Posted

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

RECEIVED - FCC

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

DEC 21 2012
Federal Communications Commission
Bureau / Office

TO: Marlene H. Dortch, Secretary
For transmission to Peter H. Doyle, Chief, Audio Division, Media Bureau

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").¹ 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

¹ 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”).² 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.

² 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.³

³ *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.⁴ 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.

⁴ 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.⁵ 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.

⁵ 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.⁶

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

⁶ 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).⁷ 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.

⁷ 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.⁸ 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.⁹ 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

⁸ 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).

⁹ 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.

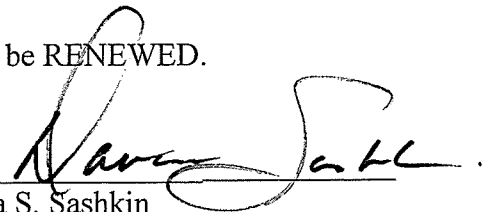
20. Petitioner further claims that certain emails planted by the Petitioner were not present in the station public file when reviewed by Mr. Helmick on July 12, 2012. Mr. Brammer, who personally prints all such letters and emails from the public and places in the public file, disputes this allegation. 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 17th Street, 11th 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

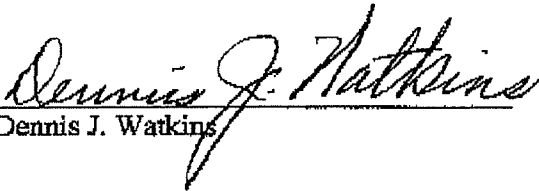
I, Dennis J. Watkins, do hereby declare under penalty of perjury, that:

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 8th 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 21st 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

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").

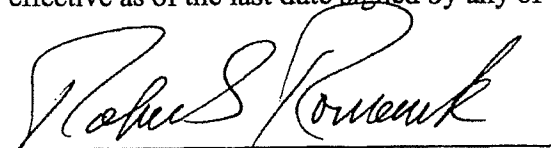
3. The parties do hereby agree to the execution of the Restatement by the Grantor and the Trustee, and to its adoption hereto, as and for the statement of the terms of the Entertainment Media Trust.

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

)

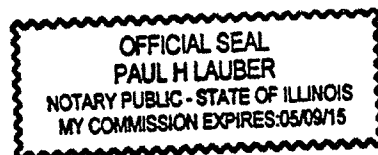
) SS.

COUNTY OF MADISON

)

Subscribed and sworn to by ROBERT S. ROMANIK on Dec. 19, 2012.

Dan W. Lane
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

)

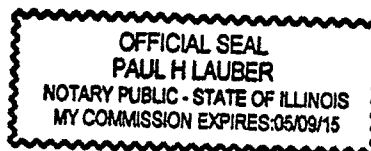
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COUNTY OF MADISON

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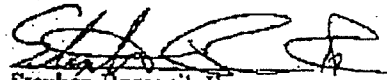
Subscribed and sworn to by STEPHEN ROMANIK II on Dec 19, 2012.

Dan W. Lane
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.



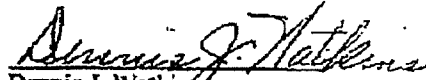
Stephen Romanik II
Beneficiary

Kathrina Sanders

Notary Public

Official Commission Expires

Jan. 7, 2008



Dennis J. Watkins
Executor and Trustee

"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.

ROBERT S. ROMANIK, Grantor

Date

DENNIS J. WATKINS, Trustee

Date

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

Subscribed by **ROBERT S. ROMANIK**, _____, 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

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."

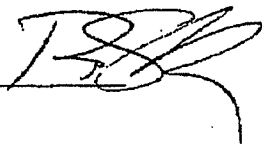
1.2 Trust Assets. Certain assets have previously been transferred to the trust.

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



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.

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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.

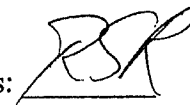
Article 8

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;

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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;

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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.



ROBERT S. ROMANIK, Grantor

12-19-12
Date

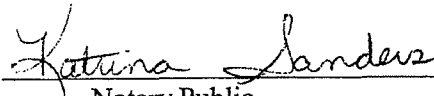


DENNIS J. WATKINS, Trustee

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



EXHIBIT C

58841

PARCEL NO. 01-13.0-309-035
Pay on-line: www.co.st-clair.il.us/tax.htm
E-Mail: 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:	01/06/2012
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.

AMT. PAID:

There is land and property
for W Q Q W 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

TOWNSHIP	LENDING CODE	LAND/LOT ACRES	FARM LAND ACRES	FORFEITED TAX
BURGESS TWP			10.00	

LAND/LOT ASSESSED	FARM LAND ASSESSED	FARM BLDG. ASSESSED	BUILDING ASSESSED	TOTAL ASSESSED
	150		24036	24186
LAND/LOT B.O.B. MULT	FARM LAND B.O.B. MULT	FARM BLDG. B.O.B. MULT	BUILDING B.O.B. MULT	DEPARTMENT MULTIPLIER
				1.00000
IMPROVEMENT EXEMPTION	DEPARTMENT EQUALIZED	OWNER OCCUPIED	HOMESTEAD/ VETERAN	SCAFHE
	24186			
RETURN VETERAN	DISABLED	DISABLED VETERAN	TAXABLE VALUE	
			24186	

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	DUE DATE	2ND INSTALLMENT
07/31/2012	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>						
7.91740	2,447.96	TOTAL TAX	7.85250	100.0	1,899.18	

949.59
1899.18

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

JRT PRENZLER, CPA

MADISON COUNTY TREASURER

EL I.D. 17-1-20-14-00-000-014.001

EOKI
395 TOWNSHIP
0778 TAX CODE
0060 TAX PAYING
AGENT NUMBER
CLASS CODE

**2010
REAL
ESTATE
TAXES**

205,470 T.I.F. CERTIFIED
ASSESSMENT
FAIR MARKET
VALUE
93,440 NON-FARM
ASSESSMENT
TOWNSHIP
MULTIPLIER
FARM LAND
0 FARM BUILDING

58,490 TOWNSHIP
EQUALIZED VALUE
HOMESTEAD
IMPROVEMENT EXEMP
GENERAL
DISABLED VETERAN

1,000 STATE
MULTIPLIER
STATE EQUALIZED
VALUE
58,490 SR ASSESSMENT
FREEZE DEDUCTION

6,000 GENERAL HOMESTEAD
OWNER OCCUPANCY
HOMESTEAD DE-
DUCTION OVER 65
FRATERNAL/VETERAN
ORG. FREEZE

0 DISABLED
PERSON
0 VETERAN
0 EXEMPTION
62,490 TAXABLE VALUE

7,118 COMBINATION
TAX RATE
0.00 DRAINAGE

\$4,448.48 TOTAL
TAX

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
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

1190
AM

RATES 2009	AMOUNT OF TAXES	TAXING DISTRICT	RATES 2010	AMOUNT OF TAXES
4.2565	\$3,977.27	GRANITE CITY C.U. #9	4.2551	\$2,659.01
0.6781	\$633.63	MADISON COUNTY	0.7145	\$446.50
0.4040	\$377.50	METRO EAST SANITARY	0.4161	\$260.02
0.2807	\$262.29	NAMEOKI TOWNSHIP	0.3791	\$236.90
0.3101	\$289.78	NAMEOKI ROAD & BRIDGE	0.3718	\$232.34
0.3552	\$331.90	SW IL COLLEGE #522	0.3638	\$227.34
0.2979	\$278.36	SIX-MILE REG. LIBRARY	0.3169	\$198.33
0.2813	\$262.85	LONG LAKE FIRE	0.3014	\$186.34

PUBLICATION COST DUE

2010 TOTAL TAX

\$4,458.48

2010 TAXES PAID

\$0.00

2010 TOTAL TAX DUE

\$4,458.48

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

*This is land and property
for K2QZ 1430 AM.
As you can see, the property is (transmitter)
titled and deeded to Entertainment
Media Trust.*

RLES SUAREZ
ITY TREASURER
BLIC SQUARE
EVILLE, IL 62220
st-clair.il.us

ST. CLAIR COUNTY
2010 REAL ESTATE TAXES
BASED ON ASSESSED VALUE
AS OF JANUARY 1, 2010


PARCEL NO. 06-15.0-400-001
Pay on-line: www.co.st-clair.il.us/tax.htm
E-Mail: treasurer@co.st-clair.il.us

NG INFORMATION

PROPERTY	132,480
FREEZE	11,448
TS	0
NEW	45,325
R	45,325
	X .9743
	= 44,160
	- 0
BE D	44,160
R	X 1.0000
UALIZED	= 44,160
CCUPIED N	- 0
	- 0
STEAD IN	- 0
G VET N	- 0
ILITY N	- 0
ENT	+ 0
	= 44,160
	X 9.4725
K'DUE	\$4,183.06

DISTRIBUTION OF 2010 TAXES							
Taxing Body	2009 Rate	2009 Tax	2010 Rate	2010 Tax	Difference	% of Total	
DUPO UNIT #196	4.55240	\$2,063.38	5.18470	\$2,289.56	226.18	54.73	
SWIC DIST #522	0.36080	\$163.53	0.36890	\$162.91	-0.62	3.89	
VILLAGE OF DUPO	0.77010	\$349.05	0.82910	\$366.13	17.08	8.75	
ST CLAIR CO GEN	0.11660	\$52.85	0.11390	\$50.30	-2.55	1.20	
ST CLAIR CO OTHER	0.80020	\$362.68	0.80190	\$354.12	-8.56	8.47	
SUGAR LOAF TWP	0.23920	\$108.42	0.24470	\$108.06	-0.36	2.58	
SUGAR LOAF ROAD	0.26480	\$120.02	0.26710	\$117.95	-2.07	2.82	
PRAIRIE DUPONT LEVEE	0.54360	\$246.39	0.55410	\$244.69	-1.70	5.85	
PRAIRIE DUPONT FIRE	0.96540	\$437.57	0.92850	\$410.03	-27.54	9.80	
DAUGHERTY PUB LIB DS	0.17750	\$80.45	0.17960	\$79.31	-1.14	1.90	
Totals	8.7906	\$3,984.34	9.47250	\$4,183.06	\$198.72		

***** AUTO**5-DIGIT 62223
06-15.0-400-001
WATKINS, DENNIS J TRUSTEE ENTERTAINMENT MEDIA
WATKINS DENNIS J TRUSTEE ENTERTAINMENT MEDIA
6500 W MAIN ST # 315
BELLEVILLE IL 62223-3700



Legal Description
PRAIRIE DU PONT COMMON FIELDS
PRAIRIE DU PONT COMMON FIELDS A02093843

Location of Property
1467 FALLING SPRINGS RD
DUPO, IL 62239-0000

Dear Taxpayer:
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LAST DAY TO PAY TAXES: 02/10/2012
POSTMARK MUST 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.
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.

SUGARLOAF
12015
0060

YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT. PLEASE KEEP FOR YOUR RECORDS

1st INST: *CCH 2593*
DATE PAID:
AMT PAID:

2nd INST:
DATE PAID:
AMT PAID:

EXHIBIT D

The banner features a dark, wavy background with the text "WWW.CYBERDRIVEILLINOIS.COM" in a stylized, white, sans-serif font.

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	INSANE BROADCASTING COMPANY	File Number	649918 92
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](#)

[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)

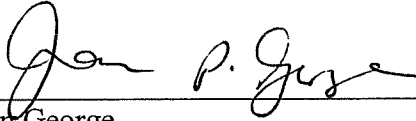
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

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

Mark A. Kern
c/o Richard A. Helmick
Cohn and Marks LLP
1920 N Street, NW
Washington, DC 20036-1622
Richard.Helmick@cohnmarks.com


Joan George