

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

In re Application of	)	NAL/Account No. MB- 202441410002
Community Service Broadcasters, Inc.	)	FRN: 0004991949
	)	
For Approval of Transfer of Control from Kenneth	)	Application File Nos. 0000193990-91
E. Kunze (Deceased), Trustee, Kenneth E. Kunze	)	Facility ID Nos. 13002, 147705
Irrevocable Living Trust, to Kathryn E. Bottorff,	)	
Trustee, Kenneth E. Kunze Irrevocable Living	)	
Trust	)	

**ORDER**

**Adopted: January 18, 2024**

**Released: January 18, 2024**

By the Chief, Audio Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Community Service Broadcasters, Inc. (Community Service or Licensee), licensee of station WTCA(AM), Plymouth, Indiana, and FM translator W291BQ, Plymouth, Indiana (collectively, the Stations). The Consent Decree resolves issues arising from the Bureau's review of the captioned application for Commission consent to the transfer of control of Community Service from Kenneth E. Kunze (Mr. Kunze) (deceased), Trustee of the Kenneth E. Kunze Revocable Living Trust, to Kathryn E. Bottorff, Trustee of the Kenneth E. Kunze Irrevocable Living Trust.<sup>1</sup>

2. The Consent Decree concludes the Bureau's investigation of Community Service's compliance with section 310 of the Communications Act of 1934, as amended (the Act), and sections 73.3540 and 73.3541 of the Commission's rules (Rules).<sup>2</sup> Specifically, the Bureau finds that Mr. Kunze, who held 50% of the voting stock in Community Service, transferred his shares to the Kenneth E. Kunze Revocable Living Trust (Trust) in August 2011 without prior Commission approval.<sup>3</sup> Additionally, following the death of Mr. Kunze on December 8, 2020, Kathryn E. Bottorff, who held the remainder of the voting stock in Community Service, became the successor trustee of the Trust, acquiring 100% voting control of Community Service.<sup>4</sup> Community Service did not notify the Commission of the death of Mr. Kunze or file a transfer of control application for the changes in ownership until June 27, 2022, approximately 18 months after the 30-day period provided in section 73.3541 of the Commission's rules.<sup>5</sup>

3. Pursuant to the terms of the Consent Decree, Community Service stipulates that it violated section 310 of the Act and sections 73.3540 and 73.3541 of the Rules. Community Service agrees to make an eight thousand dollar (\$8,000.00) civil penalty payment to the United States Treasury

<sup>1</sup> See Application File No. 0000193990 (filed June 27, 2022, and amended July 7, 2023) (Application). See also *Broadcast Applications*, Public Notice, Report No. PN- 1-220629-01 (MB June 29, 2022).

<sup>2</sup> See 47 U.S.C. § 310(d); 47 CFR §§ 73.3540, 73.3541.

<sup>3</sup> 47 CFR § 73.3540. Mr. Kunze was the settlor and initial trustee of Trust, which was revocable during his lifetime. Mr. Kunze amended and restated the Trust in February 2020. The Trust designates Kathryn E. Bottorff as the First Successor Trustee. Upon the death of Mr. Kunze, the Trust became irrevocable and non-amendable. See Application, Attachment 1, Kenneth E. Kunze Revocable Living Trust at 4, 6. See also *infra* n.4.

<sup>4</sup> 47 CFR § 73.3540.

<sup>5</sup> 47 CFR § 73.3541; see *supra* note 1.

and the Bureau agrees to terminate its investigation into the above violations.<sup>6</sup> A copy of the Consent Decree is attached hereto and incorporated by reference.

4. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's investigation of potential violations of the Rules and the Act in connection with the Application.

5. Based on the record before us, we conclude that nothing in that record creates a substantial and material question of fact as to whether Community Service possesses the basic qualifications to continue to be a Commission licensee.

6. ACCORDINGLY, IT IS ORDERED that, pursuant to section 4(i) of the Act,<sup>7</sup> and by the authority delegated by sections 0.61 and 0.283 of the Rules,<sup>8</sup> the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

7. IT IS FURTHER ORDERED that the investigation by the Bureau of the matters noted above IS TERMINATED.

8. IT IS FURTHER ORDERED that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Mark N. Lipp, Esq., Fletcher, Heald, & Hildreth, PLC, 1300 N. 17th Street, Suite 1100, Arlington, VA 22209, counsel for Community Service Broadcasters, Inc. and Kathryn E. Bottorff, Trustee of the Kenneth E. Kunze Irrevocable Living Trust.

9. IT IS FURTHER ORDERED that pursuant to section 73.3526(e)(10) of the Rules,<sup>9</sup> a copy of this Order and Consent Decree and as otherwise required all related investigatory materials SHALL BE RETAINED in the above-captioned Station's online public inspection file until grant of the next license renewal application.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner  
Chief, Audio Division  
Media Bureau

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<sup>6</sup> See 47 CFR § 1.80.

<sup>7</sup> 47 U.S.C. § 4(i).

<sup>8</sup> 47 CFR §§ 0.61, 0.283.

<sup>9</sup> 47 CFR § 73.3526(e)(10).

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Irrevocable Living Trust, to Kathryn E. Bottorff,	)	
Trustee, Kenneth E. Kunze Irrevocable Living	)	
Trust	)	

**CONSENT DECREE**

**I. INTRODUCTION**

1. This Consent Decree is entered into by and between the Media Bureau (Bureau) of the Federal Communications Commission and Community Service Broadcasters, Inc., for the purpose of terminating the Bureau's investigation concerning compliance with section 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(d), and sections 73.3540 and 73.3541 of the FCC's rules, 47 CFR §§ 73.3540 and 73.3541.<sup>1</sup>

**II. DEFINITIONS**

2. For purposes of this Consent Decree, the following definitions shall apply:
- a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. §151 *et. seq.*;
  - b) "Adopting Order" means the order of the Bureau adopting this Consent Decree;
  - c) "Application" means the FCC Form 2100, Schedule 316 application, as amended on July 7, 2023, for consent to transfer of control, Application File Number 0000193990;
  - d) "Bureau" means the Media Bureau of the Federal Communications Commission;
  - e) "Civil Penalty" means the payment Community Service has agreed to pay to the United States Treasury;
  - f) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices;
  - g) "Community Service" means Community Service Broadcasters, Inc.;
  - h) "Effective Date" means the date on which the Bureau releases the Adopting Order;
  - i) "Investigation" means the Bureau's investigation of information contained in the Application, as detailed herein;
  - j) "Involuntary Transfer of Control Rule" means 47 CFR § 73.3541;

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<sup>1</sup> See 47 U.S.C. § 310(d); 47 CFR §§ 73.3540, 73.3541.

- k) “Licenses” refers to the license authorizations for station WTCA(AM), Plymouth, Indiana (Facility ID No. 13002) and FM translator W291BQ, Plymouth, Indiana (Facility ID No. 147705);
- l) “Licensee” means Community Service Broadcasters, Inc.;
- m) “Parties” means Community Service and the Bureau;
- n) “Rules” means the FCC’s rules, found in Title 47 of the Code of Federal Regulations;
- o) “Stations” means WTCA(AM), Plymouth, Indiana (Facility ID No. 13002) and FM translator W291BQ, Plymouth, Indiana (Facility ID No. 147705);
- p) “Trust” means the Kenneth E. Kunze Revocable Living Trust established on August 2, 2011, and amended on February 10, 2020;
- q) “Violations” means the violations of the Involuntary and Voluntary Transfer of Control Rules; and
- r) “Voluntary Transfer of Control Rule” means 47 CFR § 73.3540.

### III. BACKGROUND

3. Section 310(d) of the Act, provides in pertinent part:

No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.<sup>2</sup>

4. The Voluntary Transfer of Control Rule states that “[p]rior consent of the FCC must be obtained for a voluntary assignment or transfer of control.”<sup>3</sup> The rule requires that an application for consent to the transfer of control of a corporation holding a construction permit or license must be filed on FCC Form 315 (i.e., a “long form” or non pro forma application), where the transaction involves a substantial (or non pro forma) change in ownership or control, or on FCC Form 316 (i.e., a “short form” or pro forma application), where the transaction does not involve a substantial change in ownership or control.<sup>4</sup>

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<sup>2</sup> 47 U.S.C. § 310(d).

<sup>3</sup> 47 CFR § 73.3540(a).

<sup>4</sup> See 47 CFR § 73.3540. The test for whether the interest to be transferred is “controlling” or “substantial” has generally been (a) whether 50% or more of the stock is being transferred, and (b) whether as a result of the transaction 50% or more of the outstanding stock will be held by persons whose qualifications to be Commission licensees have not previously been approved of or “passed upon” for the particular station involved. *Barnes Enterprises, Inc.*, 55 FCC 2d 721 (1975); *Clay Broadcasters, Inc.*, 21 RR 2d 442 (1971). Generally, any transfer which involves the movement of 50% or more of a licensee’s stock, whether to persons passed upon or not, has required the filing of a long form application. As an exception to this general requirement, the Commission has allowed a short form to be used when the transaction involves a stock transfer whereby an existing stockholder with

(continued....)

5. The Involuntary Transfer of Control Rule stipulates that:

The FCC shall be notified in writing promptly of the death or legal disability of an individual permittee or licensee, a member of a partnership, or a person directly or indirectly in control of a corporation which is a permittee or licensee. Within 30 days after the occurrence of such death or legal disability, an application on FCC Form 316 shall be filed requesting consent to involuntary assignment of such permit or license or for involuntary transfer of control of such corporation to a person or entity legally qualified to succeed to the foregoing interests under the laws of the place having jurisdiction over the estate involved.<sup>5</sup>

6. The record reveals that prior to August 2, 2011, there were four interest holders in Community Service: Kenneth E. Kunze (Mr. Kunze) (50.0% voting; 25.0% equity), Kathryn E. Bottorff (50.0% voting; 25.0% equity), Lora C. Ruhnnow (0.0% voting; 25.0% equity), and James C. Kunze, Sr. (0.0% voting; 25.0% equity).<sup>6</sup> On August 2, 2011, Mr. Kunze established the Trust for which he served as both Settlor and Trustee.<sup>7</sup> At that time, Mr. Kunze transferred all of his shares in Community Service to the Trust without Commission consent.<sup>8</sup> In his capacity as Trustee, Mr. Kunze then restated and amended the Trust in February 2020.<sup>9</sup>

7. On December 8, 2020, Mr. Kunze passed away and, upon his death, Kathryn E. Bottorff succeeded him as Trustee of the Trust.<sup>10</sup> On that date, the right to vote the shares in Community Service held by the Trust transferred to Kathryn E. Bottorff as the successor Trustee.<sup>11</sup> As a result, Kathryn E. Bottorff acquired positive (in this case, 100% voting) control of Community Service. Community Service should have filed, within 30 days of Mr. Kunze's death, an application seeking Commission consent for the transfer of control of Community Service, but it did not do so.<sup>12</sup>

(Continued from previous page) \_\_\_\_\_

negative (50%) control assumes positive control by acquiring all of the remaining stock. *Barnes Enterprises, Inc.*, 55 FCC 2d at 725, n.4.

<sup>5</sup> 47 CFR § 73.3541.

<sup>6</sup> See Application File No. 0000217675 (filed July 7, 2023). We granted Application File Number 0000217675 on January 4, 2024. See *Broadcast Actions*, Public Notice, Report No. PN- 2-240108-01 (MB Jan. 8, 2024).

<sup>7</sup> See Application File No. 0000217675, Attachments 1 and 3, Transfer Narrative and Kenneth E. Kunze 2011 Trust Agreement, respectively.

<sup>8</sup> *Id.*; 47 CFR § 73.3540. On August 2, 2011, the ownership interests in Community Service became Kenneth E. Kunze, Trustee (50.0% voting; 25.0% equity), Kathryn E. Bottorff (50.0% voting; 25.0% equity), Lora C. Ruhnnow (0.0% voting; 25.0% equity), and James C. Kunze, Sr. (0.0% voting; 25.0% equity). See Application File No. 0000217675, Attachment 1, Transfer Narrative. Community Service should have filed an application for voluntary transfer of control when Mr. Kunze transferred his shares in Community Service (i.e., 50.0% voting; 25.0% equity) to the Kenneth E. Kunze Revocable Living Trust. See 47 CFR § 73.3540.

<sup>9</sup> Mr. Kunze retained power to add property to or remove property from the Trust at any time and without limitation; to add, remove, or replace any beneficiary or any Trustee or Co-Trustee; and to amend, restate, or revoke the Trust, in whole or in part, by a signed written instrument. See Application, Attachment 1, Kenneth E. Kunze Revocable Living Trust at 6.

<sup>10</sup> *Id.* Upon Mr. Kunze's death, the Trust became irrevocable and non-amendable. Kathryn E. Bottorff then assumed duties as Trustee of the Kenneth E. Kunze Irrevocable Living Trust. *Id.* at 4, 6.

<sup>11</sup> *Id.*

<sup>12</sup> 47 CFR § 73.3541.

8. The Bureau commenced the Investigation into Community Service's Violations and suspended processing of the Application. The Parties acknowledge that any proceedings that might result from the Violations would be time-consuming and require a substantial expenditure of public and private resources. In order to conserve such resources, resolve the matter, and promote compliance with the Rules, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein, which terminates the Investigation into the matters discussed above. As part of the Consent decree, Community Service agrees to make a Civil Penalty payment of eight thousand dollars (\$8,000) to the United States Treasury.

#### IV. AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

10. **Jurisdiction.** Community Service agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

11. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Community Service agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

12. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Community Service agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the Violations or the existence of this Consent Decree in any action against Community Service, provided that it satisfies all of its obligations under this Consent Decree. In the event that Community Service fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

13. **Admission of Liability.** Community Service and Transferee stipulate that the actions described in Paragraphs 6 and 7 violated section 310(d) of the Act and sections 73.3540 and 73.3541 of the Rules.

14. **Civil Penalty.** Community Service agrees to make the Civil Penalty payment to the United States Treasury in the amount of eight thousand dollars (\$8,000), within thirty (30) calendar days of the Effective Date. Community Service acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.<sup>13</sup>

15. **Payment.** Community Service will also send electronic notification of payment to Christopher Clark at Christopher.Clark@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),<sup>14</sup> or by wire transfer. The Commission no longer

<sup>13</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>14</sup> Payments made using CORES do not require the submission of an FCC Form 159.

accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>15</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “ “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

16. **Event of Default.** Community Service agrees that an Event of Default shall occur upon the failure by Community Service to pay the full amount of the Civil Penalty or any Installment Payment on or about the due date specified in this Consent Decree.

17. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty or any Installment Payment shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty or any Installment Payment, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become

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<sup>15</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Community Service.

18. **Further Violation(s)**. Community Service acknowledges that the Bureau retains the discretion and authority to propose sanctions against Community Service, including the issuance of notices of apparent liability for forfeitures and for any apparent willful and/or repeated violation by Community Service of the Transfer of Control Rules that occur during the term of this Consent Decree.

19. **Qualifications; Agreement to Grant**. The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether Community Service possesses the basic qualifications, including those relating to character, to continue to hold a Commission license or authorization. Accordingly, the Bureau agrees to grant the Application, after the Effective Date, provided that the following conditions have been met: 1) the Civil Penalty payment, referenced in paragraph 15 of this Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violations that would preclude grant of the Application.

20. **Waivers**. Community Service agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition or modification. If any Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, no Party will contest the validity of the Consent Decree or Adopting Order, and Community Service will waive any statutory right to a *trial de novo*. Community Service further agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. section 504 and section 1.1501 *et. seq.* of the Rules relating to the Consent Decree or Adopting Order.

21. **Severability**. The Parties agree that if a court of competent jurisdiction renders any of the provisions of this Consent Decree unenforceable, such unenforceability shall not render unenforceable the Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

22. **Invalidity**. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

23. **Subsequent Rule or Order**. The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Community Service does not expressly consent), such provision will be superseded by such Rule or Order.

24. **Successors and Assigns**. Community Service agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

26. **Modifications**. This Consent Decree cannot be modified or amended without the advance written consent of all Parties.

27. **Paragraph Headings**. The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.


28. **Authorized Representative**. Each Party represents and warrants to the other Party that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree



on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

29. **Counterparts.** This Consent Decree may be signed in counterparts and/or electronically and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed electronically or by original signatures.

**AUDIO DIVISION  
MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

By:   
Albert Shuldiner, Chief

Date: 1/18/2024

**COMMUNITY SERVICE BROADCASTERS, INC.**

By: \_\_\_\_\_  
Kathryn E. Bottorff, President

Date: \_\_\_\_\_

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**AUDIO DIVISION  
MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

By: \_\_\_\_\_  
Albert Shuldiner, Chief

Date: \_\_\_\_\_

**COMMUNITY SERVICE BROADCASTERS, INC.**

By: Kathryn E. Bottoff  
Kathryn E. Bottoff, President

Date: 1-15-24