

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the “Settlement Agreement”) is made and entered into as of this 10th day of January, 2019 (the “Effective Date”), by and between TVC NY Licensee, LLC (“Sharer”), licensee of Station WNYN-LD, Facility ID 74305, New York, NY, and New York Spectrum Holding Company LLC (“Sharee”), licensee of Station WYXN-LD, Facility ID 38945, New York, NY (each a “Party” and collectively the “Parties”).

WHEREAS, during the Displacement Window announced by the Federal Communications Commission (“FCC”) in *Public Notice*, DA 18-124, Sharer filed an application with LMS File Number 0000048135 (the “Sharer Displacement Application”) and Sharee filed an application with LMS File Number 0000054668 (the “Sharee Displacement Application”) (together the “Displacement Applications”); and

WHEREAS, both Displacement Applications proposed to relocate their respective stations to Channel 30, were identified by the FCC as mutually exclusive, and were assigned to MX Group 51 (“MX Group 51”), *see FCC Public Notice*, DA 18-1108; and

WHEREAS, MX Group 51 includes three other displacement applications by entities not parties to this Settlement Agreement; and

WHEREAS, the Parties seek to resolve mutual exclusivity between their two Displacement Applications by sharing Channel 30 in New York with the facilities specified in the Sharer Displacement Application under the terms described in the attached Channel Sharing Agreement; and

WHEREAS, the Parties agree to cooperate with each other to obtain joint access to Channel 30, including by competitive bidding if necessary; and

WHEREAS, this Settlement Agreement will serve the public interest by allowing at least two applicants parties in MX Group 51 to continue offering television service to viewers in New York City; and

WHEREAS, the Parties have executed the attached Declarations concerning their intentions with respect to filing their Displacement Applications, the lack of any consideration being paid for the modification of the Sharee Displacement Application, and other matters; and

WHEREAS, Section 73.3525 of the FCC’s rules states that agreements providing for the dismissal of an application for construction permit must receive the FCC’s approval,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Settlement Agreement, the Parties hereto, intending to be legally bound, do hereby agree to undertake the following:

1. Not later than January 10, 2019, the Parties shall each amend their respective Displacement Applications to request FCC approval of this Settlement Agreement and the

Channel Sharing Agreement and shall include copies of these agreements as attachments. Upon receiving Commission approval of this Settlement Agreement and the Channel Sharing Agreement, the Parties shall amend their Displacement Applications to modify their licenses to share Channel 30, in accord with the terms of the Channel Sharing Agreement and in the manner directed by the Commission when approval is given.

2. The Parties acknowledge that their respective applications may be subject to competitive bidding with other applicants in MX Group No. 51. To maximize the likelihood of success in a competitive bidding auction, the Parties agree as follows:

a. Each Party shall specify in its Displacement Application that it agrees to accept incoming interference from all applications in MX Group 51, as long as they continue to propose operation on Channel 31.

b. The Parties agree that in any auction conducted by the FCC, they will collaborate during the bidding process and, if permitted by the FCC to do so, will bid jointly with the objective of prevailing in the auction and achieving grant of both of their Displacement Applications, so that they may implement the Channel Sharing Agreement. To the extent that any additional notification to the FCC that may be required to implement collaborative bidding, whether at the time of filing of FCC Form 175 or otherwise, both Parties shall notify the FCC of their collaborative bidding arrangement not later than the deadline established by the FCC for such notifications.

3. The Parties each agree not to file any petition or objection with the Commission against the Displacement Application of the other Party, as long as the other Party is not in material breach of this Settlement Agreement or the Channel Sharing Agreement.

4. The Parties agree that the opportunity to have both of their applications granted and to have access to a shared broadcast channel is unique to each of them. Accordingly, the Parties agree that either Party may, if aggrieved by a breach of this Agreement, seek enforcement by means of an order of specific performance in lieu of monetary damages. No Applicant shall be entitled to make any claim against any other Applicant for more than actual out-of-pocket damages, and no claim may be made for lost profits, lost investment opportunities, or consequential or punitive damages.

5. Each Applicant hereby represents and warrants to the other Applicant (a) that it is not subject to any law, regulation, judicial order or decree, or contract that forbids or restricts its ability to enter into and to perform all of its obligations under this Settlement Agreement; (b) that this Settlement Agreement is legally binding on it and has been executed by a duly authorized officer or individual with authority to bind it to this Agreement; and (c) that it knows of no reason why it cannot fully perform all of its obligations under this Settlement Agreement.

6. This Settlement Agreement is solely for the benefit of the Parties hereto and will be binding on the Parties and their respective heirs, successors, and permitted assigns. No Party may assign any of its rights or obligations under this Settlement Agreement to any person or entity not a party to both this Settlement Agreement and the Channel Sharing Agreement, without the express

written approval of the other Party; *provided, however*, that without the consent of any other Party, either party may assign its rights and obligations together under both agreements to any successor holder of the FCC authorizations for its station and its Displacement Application. The Parties acknowledge that any successor in interest to their respective Displacement Applications will automatically be bound by this Agreement. No person or entity not a party to this Agreement may claim any benefit arising from this Agreement.

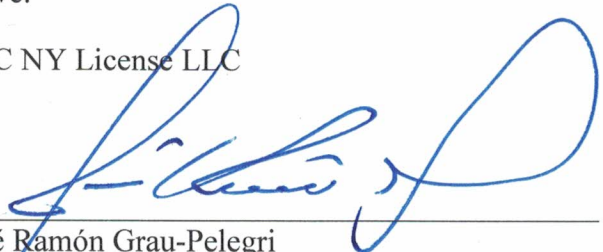
7. This Agreement may be executed in counterparts each of which shall be deemed to be an original, but both of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including email in PDF or other image form, and shall become binding upon receipt.

8. This Agreement and the Channel Sharing Agreement represent the entire understanding of the Parties with respect to the subject matter hereof. This Settlement Agreement may be altered or amended only in writing signed by the Party against which enforcement is sought.

9. Any notices hereunder will be deemed effective if given in the manner specified in the Channel Sharing Agreement

IN WITNESS WHEREOF, the Parties hereto have duly executed this Settlement Agreement on the date and year first written above.

TVC NY License LLC

By: 
José Ramón Grau-Pelegri
President

New York Spectrum Holding Company LLC

By: _____
Michael Do
Chief Operating Officer

written approval of the other Party; *provided, however*, that without the consent of any other Party, either party may assign its rights and obligations together under both agreements to any successor holder of the FCC authorizations for its station and its Displacement Application. The Parties acknowledge that any successor in interest to their respective Displacement Applications will automatically be bound by this Agreement. No person or entity not a party to this Agreement may claim any benefit arising from this Agreement.

7. This Agreement may be executed in counterparts each of which shall be deemed to be an original, but both of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including email in PDF or other image form, and shall become binding upon receipt.

8. This Agreement and the Channel Sharing Agreement represent the entire understanding of the Parties with respect to the subject matter hereof. This Settlement Agreement may be altered or amended only in writing signed by the Party against which enforcement is sought.


9. Any notices hereunder will be deemed effective if given in the manner specified in the Channel Sharing Agreement

IN WITNESS WHEREOF, the Parties hereto have duly executed this Settlement Agreement on the date and year first written above.

TVC NY License LLC

By: _____
José Ramón Grau-Pelegri
President

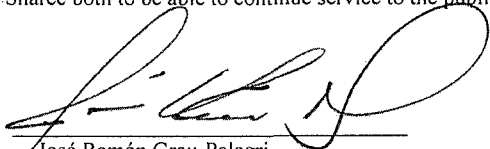
New York Spectrum Holding Company LLC


By: _____
Michael Do
Chief Operating Officer

DECLARATION OF JOSE RAMON GRAU-PELEGRI

José Ramón Grau-Pelegri, hereby declares under penalty of perjury that the following is true and correct to the best of his knowledge, information and belief:

1. I am the President of TVC NY Licensee LLC ("Sharer"), applicant for displacement relief for Low Power Television Station WYXN-LD, New York, New York, under LMS File No. 0000048135, referred to as the "Sharer Displacement Application" in a Settlement Agreement made with New York Spectrum Holding Company LLC ("Sharee").
2. The Sharer Displacement Application was filed because of a *bona fide* need for relief by WYXN-LD and was not filed for the purpose of reaching or carrying out any Settlement Agreement.
3. Neither Sharer nor any of its principals has paid or received, or has promised to pay or to receive, any money or other consideration to or from Sharee or any of Sharee's principals in connection with the Settlement Agreement or, in particular, the eventual modification the Sharer Displacement Application to specify common facilities with those proposed in the Sharer Displacement Application and the agreement of Sharer and Sharee to bid collaboratively in a future FCC auction.
4. There are no oral agreements relating to the amendment of the Sharer Displacement Application or the conduct of the Parties under the Settlement Agreement and the Channel Sharing Agreement that go beyond or modify the terms of those two written agreements.
5. The public service would be served by approval of the Settlement Agreement, because it will increase the prospects for Sharer and Sharee both to be able to continue service to the public in New York City.



José Ramón Grau-Pelegri
President
TVC NY LICENSEE LLC

Executed on: January 10, 2019

#62704731_v2

DECLARATION OF MICHAEL DO

Michael Do, hereby declares under penalty of perjury that the following is true and correct to the best of his knowledge, information and belief:

1. I am the Chief Operating Officer of New York Spectrum Holding Company LLC (“Sharee”), applicant for displacement relief for Low Power Television Station WYXN-LD, New York, New York, under LMS File No. 0000054668, referred to as the “Sharee Displacement Application” in a Settlement Agreement made with TVC NY License LLC (“Sharer”).

2. The Sharee Displacement Application was filed because of a *bona fide* need for relief by WYXN-LD and was not filed for the purpose of reaching or carrying out any Settlement Agreement.

3. Neither Sharee nor any of its principals has paid or received, or has promised to pay or to receive, any money or other consideration to or from Sharer or any of Sharer’s principals in connection with the Settlement Agreement or, in particular, the eventual modification the Sharee Displacement Application to specify common facilities with those proposed in the Sharer Displacement Application and the agreement of Sharee and Sharer to bid collaboratively in a future FCC auction.

4. There are no oral agreements relating to the amendment of the Sharee Displacement Application or the conduct of the Parties under the Settlement Agreement and the Channel Sharing Agreement that go beyond or modify the terms of those two written agreements.

5. The public service would be served by approval of the Settlement Agreement, because it will increase the prospects for Sharer and Sharee both to be able to continue service to the public in New York City.



Michael Do
Chief Operating Officer
New York Spectrum Holding Company LLC

Executed on: January 10, 2019