

SETTLEMENT AGREEMENT
MX Group No. 62

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this 12th day of June, 2018 and is by and between JP Broadcasting Corp. ("JP") and WPAB, Inc. ("WPAB"). JP and WPAB are referred to herein collectively as the "Parties".

WHEREAS, JP has pending before the Federal Communications Commission ("FCC") an Auction 100 short form application for a new FM Translator station at Sabana, Puerto Rico, Facility ID number 202070, File Number BNPFT-20180125AGD; and

WHEREAS, WPAB has pending before the FCC an Auction 100 short form application for a new FM Translator station at Bayamon, Puerto Rico, Facility ID number 202653, File Number BNPFT-20180129ADO; and

WHEREAS, the FCC has determined that the above-referenced short-form applications are mutually exclusive with each other and have identified the applications as MX Group No. 62; and

WHEREAS, the Parties desire to enter into this Settlement Agreement pursuant to which JP will amend its application to specify a different operating channel for the JP FM Translator, which will resolve the MX situation in the short-form applications and allow both to be granted without any amendment being required by WPAB, Inc. of its application; and

WHEREAS, in consideration for the channel change by JP, WPAB is willing to reimburse JP for the out-of-pocket engineering expenses of JP incurred in the cost of the amendment (and not otherwise) in an amount not to exceed \$2,100;

NOW, THEREFORE, the Parties hereto agree as follows, with the intention to be bound hereby:

1. Upon approval of this Settlement Agreement by the FCC, JP will timely amend its FM Translator application to specify a different operating channel for its proposed Sabana FM Translator, which will not be mutually exclusive with the existing application of WPAB for a new FM Translator on Channel 226 at Bayamon, Puerto Rico.

2. Upon FCC acceptance for filing of the JP Amendment, and within five (5) days thereafter, WPAB will reimburse JP for the actual engineering expenses incurred by JP in the course of preparing and filing its amendment, which reimbursement will not exceed the sum of \$2,100.00.

3. Should either party default on or breach the terms of this Agreement, the other party shall have available to it all remedies to which they are entitled at law or in equity, including any and all rights to the remedy of specific performance. A Party successful in prosecuting or defending a suit for damages as a result of an alleged breach of the terms of this Agreement shall be entitled to receive from the non-prevailing Party the prevailing Party's reasonable attorney's fees and expenses, if so awarded by a court.


4. Any notice required hereunder shall be in writing and shall be deemed given three business days after being sent by certified mail (postage prepaid, return receipt requested) to the following:

If to JP: Juan Rosario
 JP Broadcasting Corp.
 P.O. Box 301
 Cidra, PR 00739-0301

If to WPAB: Alfonso Gimenez Lucchetti
 WPAB, Inc.
 P.O. Box 7243
 Ponce, PR 53077

With a copy to: Christopher D. Imlay
 Booth, Freret & Imlay, LLC
 14356 Cape May Road
 Silver Spring, MD 20904-6011

or to such other address as a Party may specify in a notice provided in accordance with the provisions of this paragraph.

 5. This Agreement embodies the entire understanding between the Parties and there are no other agreements, representations, warranties or understandings, oral or written, between them with respect to the subject matter hereof.

6. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns. No alteration, amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties, and any waiver shall be effective only for the purpose for which it is given.

7. This Agreement may be signed in counterparts with the same effect as if the signature of each such counterpart were upon the same instrument, and each executed copy shall be an original for all purposes without accounting for the other copies. Facsimile or electronic copies of any signature on this Agreement shall be deemed and treated as if the facsimile or electronic signature is an original signature.

8. This Agreement shall be construed in accordance with and under the laws of the Commonwealth of Puerto Rico, without regard to principles of conflicts of laws, and as applicable, the rules of the FCC and the Communications Act of 1934, as amended.

9. For the purposes of full compliance with Section 73.3525 of the FCC's Rules, by executing this Agreement, the parties hereto each certify in their individual capacities, under penalty of perjury, as follows:

(a) Neither it nor its principals have received, will receive, have paid or will pay or promised to pay any consideration for its obligations under this Agreement other than as set forth in this Agreement.

(b) This Agreement contains all of the terms of the proposed agreement between the parties and accurately and completely sets forth the agreements and obligations of the Parties and each of them.

(c) The Parties did not file their short form applications for the purpose of reaching or carrying out a settlement.

(d) The FCC's approval of this Agreement will serve the public interest by conserving the resources of the parties and the FCC, and by expediting the inauguration of two new FM translator services at Sabana and Bayamon, Puerto Rico.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

A handwritten signature in dark ink, appearing to be 'JAP', is located on the left side of the page.

SIGNATURE PAGE TO SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

JP BROADCASTING CORP.

By: 
Name: Juan Rosario
Title:

WPAB, INC.

By: _____
Name: Alfonso Gimenez Lucchetti
Title: Vice President


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

JP BROADCASTING CORP.

By: _____
Name: Juan Rosario
Title:

WPAB, INC.

By:  _____
Name: Alfonso Gimenez Lucchetti
Title: Vice President