

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 12th day of January, 2012, by and between D.T.V. LLC, ("DTV LLC"), licensee of Station WPHA-CD, Philadelphia, PA and Engle Broadcasting ("Engle Broadcasting") licensee of Station WPSJ-CA and WPSJ-LD, Hammonton, NJ, and is binding on their successors and assigns.

1. Engle Broadcasting and DTV LLC hereby agree to modify their facilities so that Engle Broadcasting will operate WPSJ-LD on Class A Channel 38, at Hammonton, NJ, and DTV LLC will operate WPHA-CD on Class A Channel 24, at Philadelphia, PA. The parties hereby agree to cooperate with each other, and with the FCC, to effectuate this change.

2. Engle Broadcasting will dismiss its Petition to Deny against the pending DTV LLC Displacement Application for Channel 24 and any related pleadings, consent to interference to WPSJ-CA/24 from the DTV LLC Ch. 24 displacement application and support grant of the DTV LLC Displacement Application, File No. BDISDTA-20110315ABL and such other applications as may be deemed necessary to achieve the objective of the parties to this Settlement.

3. DTV LLC will dismiss its opposition to Engle Broadcasting's Petition for Reconsideration seeking reinstatement of its license for WPSJ-CA and all related pleadings and will support grant of Engle Broadcasting's pending Petition for Reconsideration for reinstatement of its license and the transfer of Engle's Class A status from WPSJ-CA to WPSJ-LD. DTV LLC will cease broadcasting on Ch. 38 within 30 days after Engle Broadcasting gives notice that it is ready to go on the air on 38, provided that DTV LLC does not have to shut down 38 less than 120 days from the grant of the CP for 24.

4. Engle Broadcasting will vigorously prosecute WPSJ-CA's pending Class A license application (BLDTA-20110901AAT) and will modify and vigorously prosecute its proposed application for modification of WPSJ-LD to specify displacement to and operation on Channel 38 as a Class A facility in lieu of the Channel 10 displacement authorization that the FCC has granted to WPSJ-LD. DTV LLC will consent to interference to DTV LLC Ch. 38 from the WPSJ-CA Ch. 38 displacement application will support the grant of said applications and such other applications as may be deemed necessary to achieve the objective of the parties to this Settlement.

5. Within seven (7) business days of execution of this Agreement, the parties will jointly file this Settlement Agreement with the FCC and request approval of this Agreement.

6. DTV LLC and Engle Broadcasting agree not to operate at the same time on the same channel. Engle Broadcasting will not operate on Ch. 24 after DTV LLC has begun operation on Ch. 24. DTV LLC will not object to Engle Broadcasting's requesting an STA to operate on Ch. 38 once DTV LLC has terminated operation on that channel.

7. After implementation of the dismissals specified in Paragraphs 2 and 3 hereof, the respective obligations of the parties to this Agreement will be conditioned upon final approval of this Agreement by the FCC and contingent on the final grant of DTV LLC's Ch. 24 application and the final grant of Engle's proposed application to modify the facilities of WPSJ-LD to operate on Channel

38. Either party may terminate this Agreement without penalty if their respective applications have not been granted by the end of July 2012.

8. The parties agree that their respective commitments are unique, that monetary damages would be inadequate to remedy a breach of their commitments herein, and that an aggrieved party may seek a judicial order of specific performance to cure a breach by the other party.

9. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party.

10. Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

11. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

12. Governing Law. To the extent not governed by federal communications laws, the construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be fully performed within such Commonwealth, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

13. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, or on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, addressed as follows (or to such other address as any party may request by written notice):

If to Seller: Mr. Randolph M. Weigner
c/o Carlene Gordon
3717 Brookhill Drive
Myrtle Beach, SC 29588

If to Buyer: Engle Broadcasting
P. O. Box 288
Cedar Brook, NJ 08018

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed original counterpart of this Agreement.

15. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

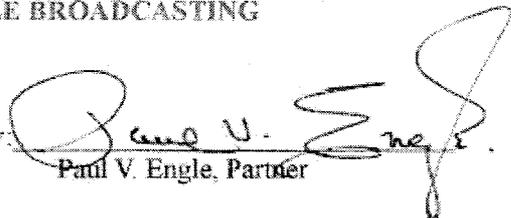
16. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

17. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

18. Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

19. Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and expenses.

ENGLE BROADCASTING

By: 

Paul V. Engle, Partner

D.T.V. LLC

By: _____

Randolph M. Weigner,
Managing Member

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