

SETTLEMENT AGREEMENT & JOINT REQUEST FOR APPROVAL
MX GROUP No. 59

THIS SETTLEMENT AGREEMENT (this "Agreement") is made as of June 8, 2018 by and between Wifredo G. Blanco-Pi ("WBP") and CENTRAL BROADCASTING CORP. ("CBC"). WBP and CBC are sometimes referred to herein individually as a "Party" and together as the "Parties".

WBP has pending before the Federal Communications Commission ("FCC" or the "Commission") the Auction 100 short-form application for a new FM translator station at Arecibo, Puerto Rico: FILE No. BNPFT-20180125AAL (Facility Registration Number: 202161).

CBC has pending before the Federal Communications Commission the Auction 100 short-form application for a new FM translator station at Arecibo, Puerto Rico: FILE No. BNPFT-20180131ADM (Facility Registration Number: 203235).

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. 59.

The Parties desire to enter into this Settlement Agreement pursuant to which WBP keeps his application as filed and CBC will move to another channel, change site and antenna height which resolves the MX situation in the short-form application converting each application into singletons.

The Parties believe that the settlement set forth herein will serve the public interest because it will resolve the current mutual exclusivity between WBP and CBC short-form applications.

1. The Parties hereby agree to proceed as follows to eliminate the mutual exclusivity between them without creating any new mutual exclusivity:

a) WBP will maintain its application File No. BNPFT-20180125AAL as filed.

b) CBC will amend its application File No. BNPFT-20180131ADM moving to another channel, (CH. 252D) changing site and antenna height which resolves the the MX situation in the short-form applications.

c) WBP agrees to pay at the signing act of this Settlement Agreement & Joint Request for Approval the amount of \$ 1250.00 (One Thousand two hundred fifty and 00/100) to help CBC pay for the engineering fees paid to amend its short-form application.

2. The Parties have agreed to jointly request the FCC the Approval of this Settlement Agreement pursuant to Section 311(c) of the Communications Act of 1934 as amended, and Section 73.3525 of the FCC's rules. By means of this document, WIFREDO G. BLANCO-PI and

CENTRAL BROADCASTING CORPORATION are jointly requesting the FCC the Approval of the Settlement Agreement, including accepting CBC ammendment application, and opening for a long-form filing window for two singleton applications.

WBP will send via Express Mail the original and four copies of this Settlement/Joint Request for Approval Agreement to the office of the Secretary at the following address:

Mrs. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th St. S.W. Washington, D.C. 20554

Courtesy copy will be sent too via Express Mail to Robert Gates, Audio Division at the following address:

Robert Gates, Audio Div./Media Bureau
Federal Communications Commission
445 12th St. SW Washington, D. C. 20554
Email: robert.gates@fcc.gov

3. Other than as set forth herein, no consideration shall be paid for the ammendment of WBP and CBC applications. ~~Only a \$1,000.00 (one thousand dollars) partial reimbursement of expenses for the purpose of amending the short-form application is being made by WBP to CBC.~~ *JAWC we. BPI: (\$1,250.00 one thousand two hundred fifty)*

4. The Parties agree to proceed in good faith and cooperate with each other and with the FCC to carry out and effectuate the terms of this Agreement, including by expeditiously providing to each other or the FCC any and all additional information that may be reasonably required, and by expeditiously filing any additional documents that may be necessary or appropriate to comply with the FCC's rules or to effectuate the objectives of this Agreement. Neither Party shall take any action that is contrary to the terms of this Agreement or the transactions contemplated herein, including the FCC's grant of the Joint Request. If the FCC refuses to approve the Joint Request, the Parties shall examine the FCC's objections and will timely make individual and joint good faith efforts to resolve all objections in a manner which reflects as closely as possilbe the intentions of the Parties as set forth herein.

5. Each Party affirmatively represents as follows:

a) It has the ability and legal authority to perform its obligations hereunder, and is under no restrictions or limitations (contractual, governmental or otherwise) which prevent or preclude it from entering into this Agreement and performing its obligations hereunder;

b) The performance of its obligations under this Agreement will not violate any law, organizational document, or any agreement to which it is a party, and will not breach or cause it to breach or come into default under any contract, agreement or other understanding to which it is a party. The person signing this Agreeemet on its behalf has the authority to bind the Party

to the obligations set forth herein.

c) It will not take any action, or fail to take any required action that has the effect of hindering the consummation of the transactions contemplated in this Agreement, including the FCC's approval of the Joint Request contained in this document.

6. The Parties agree that the right granted to each other under this Agreement are unique and that a Party may not be fully compensated by monetary damages in the event of a material breach by the other Party. Therefore, the Parties agree that in the event a Party is in default under this Agreement, or refuses to cooperate in seeking to effectuate this Agreement, the other Party shall have available to it all remedies to which they are entitled under law or at 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's Party's reasonable attorney's fees and expenses, if so awarded by a court.

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

If to WBP:

WIFREDO G. BLANCO-PI
Ext San Agustin
1210 3rd. St.
San Juan, P. R. 00926-1837

If to CBC:

JOSE MARTINEZ GIRAUD, Pres.
CENTRAL BROADCASTING CORP.
P.O. Box 868
Utua, P. R. 00641-0868

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

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

9. 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.

10. 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.

Compliance with Section 73.3525 of the FCC's Rules. By executing this Agreement the Parties each certify in their individual capacity, under penalty of perjury, as follows:

- WFB
- a) Neither it nor any of its principals have received, will receive, have paid, 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 the terms of the proposed agreement between the Parties and completely sets forth the agreements and obligations of the Parties.
 - c) The Parties did not file their short-form applications for the purpose of reaching 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 expediting the inauguration of two new FM translator services. Hurricane Maria showed the need for having available as many radio media as possible since just a few maintained on the air when the heavy winds reached the Island. Cellular communications and TV stations were completely forced to shut down.

This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico. Any action brought under this Agreement shall be brought in courts having jurisdiction over matters arising in San Juan, Puerto Rico.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Joint Request for Approval as of the date first written above.

Wifredo G. Blanco PI
WIFREDO G. BLANCO-PI
INDIVIDUAL APPLICANT

[Signature]
JOSE MARTINEZ-GRAUD
PRESIDENT CENTRAL BROADCASTING, CORP.