

## **AUCTION 100 SETTLEMENT AGREEMENT**

This Settlement Agreement (this “Agreement”) made and entered into this 7th day of June, 2018, by and among **ARSO RADIO CORPORATION**, a Puerto Rico corporation (hereafter “**ARC**”) and **WILFREDO G. BLANCO-PI**, a resident of Puerto Rico (hereafter “**WGB**”).

### **WITNESSETH:**

**WHEREAS**, on December 4, 2017, the Federal Communications Commission (“**FCC**” or “**Commission**”) announced the Auction 100 FM translator application filing window for AM radio stations, and thereafter accepted FCC Form 349 Tech Box proposals in short-form applications for FM translators;

**WHEREAS**, ARC tendered to the FCC in the Auction 100 proceeding a proposal for an FM translator on FM Channel 268 at Ponce, Puerto Rico (FCC File No. BNPFT-20180131AAO) (the “**ARC Application**”);

**WHEREAS**, WGB tendered to the FCC in the Auction 100 proceeding a proposal for an FM translator on FM Channel 268 at Ponce, Puerto Rico (FCC File No. BNPFT-20180125AAH) (the “**WGB Application**”);

**WHEREAS**, on April 3, 2018, the FCC released its PUBLIC NOTICE - SETTLEMENT PERIOD ANNOUNCED FOR CROSS-SERVICE FM TRANSLATOR MUTUALLY EXCLUSIVE APPLICATIONS FOR AUCTION 100, DA 18-332 (the “**Public Notice**”);

**WHEREAS**, the Public Notice listed each of the ARC Application and WGB Application as mutually-exclusive in MX Group #56;

**WHEREAS**, under the Public Notice and the FCC’s rules, if the applications remain mutually-exclusive after the settlement period, the applications will be set for an FCC auction;

**WHEREAS**, to avoid an FCC auction and to obtain a grant of each application, technical amendments and settlement agreements removing mutual-exclusivity are due at the FCC by June 14, 2018;

**WHEREAS**, with agreed-to technical changes by ARC to the ARC Application constituting of a technical resolution amendment specifying Channel 238 and other parameter changes (the “**ARC Technical Resolution Amendment**”), each of the ARC Application and the WGB Application may become non-mutually-exclusive and eligible for the filing of a complete FCC Form 349 application (the “**Long Form Application**”) as defined by the Public Notice;

**WHEREAS**, WGB has agreed to compensate ARC for a portion of its costs and expenses in entering into this Agreement and filing this Agreement with the Commission, and otherwise taking actions to achieve the goals of each party as stated in this Agreement;

**WHEREAS**, each party to this Agreement filed its respective applications for the purpose of obtaining a grant of its application and not for the purposes of settlement;

**WHEREAS**, this Agreement will obviate the commitment of Commission resources otherwise necessary to conduct an auction between the three mutual-exclusive applications and will accelerate the inauguration of new FM translator service to the public, and accordingly the public interest will be served by FCC approval of this Agreement; and

**WHEREAS**, the obligations of the parties hereunder are subject to the conditions set forth herein and, as and to the extent required, the approval of the Commission.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. No later than five (5) business days from the date of this Agreement and in any event no later than June 14, 2018, the parties shall file with the FCC the ARC Technical Resolution Amendment and a request for approval of this Agreement (the “Request for Approval of Settlement Agreement”) attaching this Agreement and seeking:

(a) The Commission’s acceptance of the ARC Technical Resolution Amendment, and the specification of both applications as non-mutually-exclusive eligible for the filing of a Long Form Application; and

(b) The Commission’s approval of this Agreement.

2. Upon the opening of a Long Form Application filing window by the FCC for its respective short-form application:

(a) WGB shall file its Long Form Application specifying the exact technical parameters specified in its current short-form WGB Application and shall not amend nor further modify the technical parameters for such application until the close of the Long Form Application filing window.

(b) ARC shall file its Long Form Application specifying the technical parameters in its current short-form ARC Application as amended by the ARC Technical Resolution Amendment, and shall not amend nor further modify the technical parameters for such application until the close of the Long Form Application filing window.

(c) After the close of the long-form filing window, there shall be no further restriction upon changes to the technical facilities for any of the applications that are the subject of this Agreement, and each applicant may thereafter amend, modify or

otherwise change its specified facility without regard to the technical parameters specified in this Agreement.

3. The parties shall request in the Request for Approval of Settlement Agreement that the acceptance of the ARC Technical Resolution Amendment shall be contingent and conditioned upon each the ARC Application and WGB Application being then non-mutually-exclusive and both being eligible for filing a Long Form Application, and the parties shall request that each action taken by the FCC be simultaneously and concurrently taken and be effective the same day.

4. WGB agrees to reimburse ARC in the amount of \$10.00 for legal expenses; resulting from the preparation and filing of the Joint Request for Approval of Settlement Agreement. ARC hereby declares under penalty of perjury that its legal expenses for the preparation and filing of this Agreement; and the Joint Request for Approval of Settlement Agreement greatly exceeds the amount of \$10.00 to be reimbursed by WGB. Upon the execution of this Agreement, WGB shall deliver to ARC a check in the amount of \$10.00 for the above reimbursement, such funds to be returned to WGB if the FCC denies the Request for Approval of Settlement Agreement.

5. ARC agrees that its shall bear the legal and engineering cost and expense of filing the ARC Technical Resolution Amendment, and WGB shall not be financially responsible to ARC in connection therewith.

6. Other than the agreements and understandings contained in this Agreement, neither ARC or WGB, nor any of its principals, shall receive, nor has agreed in the future to pay, any money or other consideration to one another to enter into, or perform its obligations under, this Agreement. Pursuant to Sections 73.3525 of the Commission's rules, each of ARC and WGB hereby declare under penalty of perjury, that:

(a) None of its filings were filed for the purpose of carrying out a settlement agreement;

(b) It has not paid, promised to pay, nor received or been promised the receipt of any consideration in connection with this Agreement except as specifically set forth in this Agreement; and

(c) The FCC's approval of this Agreement would be in the public interest as it would allow for prospect of a prompt initiation of service to the public from new FM translator stations.

7. This Agreement is entered into subject to the approval of the FCC. Should the Commission decline to approve any provision of this Agreement, the parties agree to proceed in good faith to attempt to resolve any Commission objections so as to secure an approval of the Agreement which most nearly reflects the original intentions of the parties as reflected herein.

8. Each of the parties hereby warrants and affirms to one another that it has reviewed the engineering changes contemplated by this Agreement, that each of the short-form applications will be, subsequent to the filing of the ARC Technical Resolution Amendment, a singleton application no longer conflicting with or mutually-exclusive with any other FM translator application, and that upon the amendments and dismissals recited above, there will be no further mutual-exclusivity between the applications now set forth as MX Group #56 in the Public Notice. The parties to this Agreement hereby warrant and represent that each of the ARC Application and WGB Application filed as amended in conformance with this Agreement will be eligible for the filing of grantable Long Form Applications, and that the facilities resulting from such granted Long Form Applications will be in compliance with the Commission's rules. Specifically, each party to this Agreement is warranting and representing to the other that this Agreement when its terms and conditions are carried out will result in an FM translator construction permit being granted to each.

9. Because of the unique nature of the broadcast authorizations which are the subject matter of this Agreement, the parties agree that the failure of any party to perform its obligations under this Agreement is one for which there is likely no adequate remedy at law, and that in addition to other remedies that may be attempted to be sought at law or in equity, any party injured by such a breach shall have the right to obtain a decree of specific performance entitling it to a temporary restraining order, preliminary injunction or permanent injunction to specifically enforce and obtain specific performance of the terms and provisions of this Agreement. The party against which injunctive relief is sought hereby waives the defense in any such proceeding that the other party has an adequate remedy at law and agrees to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. The prevailing party in any such action shall be entitled to a reimbursement of its legal fees and costs.

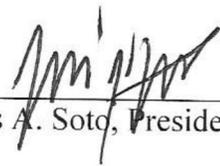
10. This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico. Any action brought under this Agreement shall be brought in courts having jurisdiction over matters arising in San Juan, Puerto Rico.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs and assigns. This Agreement may be executed in ink, via facsimile, or in scanned PDF, in one or more counterparts, none of which need to contain the signature of each party hereto, and each of which together shall be deemed to be one and the same original.

**[THE NEXT PAGE IS THE SIGNATURE PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**ARSO RADIO CORPORATION**

By  \_\_\_\_\_  
Luis A. Soto, President

**WILFREDO G. BLANCO-PI**

By  \_\_\_\_\_