

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (this "Agreement") made and entered into on December 5, 2014, by and among St. Patrick Parish Lawrence Educational Radio Association ("St. Patrick") and Public Media of New England, Inc. ("Public Media"). St. Patrick and Public Media are sometimes referenced herein individually as a "Party" and together as the "Parties."

### **WITNESSETH:**

**WHEREAS**, on July 17, 2013, the Federal Communications Commission ("FCC" or "Commission") announced the Low Power FM application filing window for new and major changes and thereafter accepted Form 318 applications for LPFM stations;

**WHEREAS**, St. Patrick tendered to the FCC an application for a new LPFM station on FM Channel 250 at Lawrence, Massachusetts (FCC File No. BNPL - 20131114BJW) (the "St. Patrick Application");

**WHEREAS**, Public Media tendered to the FCC an application for a new LPFM station on FM Channel 251 at Haverhill, Massachusetts (FCC File No. BNPL - 20131113AKZ) (the "Public Media Application");

**WHEREAS**, the Parties were listed by the Media Bureau as among the applicants in LPFM MX Group 240 in *Commission Identifies Tentative Selectees in 111 Groups of Mutually Exclusive Applications Filed in the LPFM Window; Announces a 30-Day Petition to Deny Period and a 90-Day Period to File Voluntary Time Share Proposals and Major Change Amendments*, FCC 14-132 (released September 5, 2014).

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to which St. Patrick will amend the St. Patrick Application and Public Media will amend the Public Media Application;

**WHEREAS**, as a result of the actions proposed in this Agreement, the surviving and amended applications of Public Media and St. Patrick will no longer be mutually-exclusive in MX Group #240, but rather each will be singleton proposed facilities;

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

**WHEREAS**, this Agreement will obviate the commitment of Commission resources otherwise necessary to resolve mutual-exclusivity, will accelerate the inauguration of new LPFM 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, to the extent required, to 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 5:59 PM on Monday, December 8, 2014 (the "Major Change Amendments Deadline"), each Party shall submit electronically an amendment to its respective Application that includes (a) a fully executed Joint Request for Approval of Settlement Agreement (the "Joint Request"), (b) a fully executed copy of this Agreement, and (c) technical proposals revised pursuant to the terms set forth in Sections (2) and (3) below.

2. As amended pursuant to Section (1), the St. Patrick Application shall seek operation on Channel 251 (rather than Channel 250) and shall specify as its transmission site the

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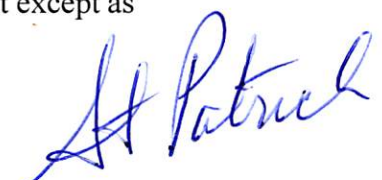
registered tower with Antenna Structure Registration Number 1005780 (the "St. Patrick Transmission Site").

3. As amended pursuant to Section (1), the Public Media Application shall seek operation on Channel 250 (rather than Channel 251) and shall specify a transmission site at least 13.5 kilometers away from the St. Patrick Transmission Site.

4. The Parties shall cooperate in good faith and make reasonable efforts to file their respective amendments as soon as practically feasible after the execution of the Joint Petition and this Agreement. Each Party to this Agreement shall not amend nor further modify the technical parameters for its respective application until after 6 PM on the Major Change Amendments Deadline. After 6 PM on the Major Change Amendments Deadline, there shall be no further restriction upon changes to the technical facilities for the applications that are the subject of this Agreement, and each Party may thereafter amend, modify or otherwise change its specified facility without regard to the technical parameters specified in this Agreement. However, no subsequent changes to the technical facilities shall propose facility modifications that would create new mutual-exclusivities among the Parties, or with any third-party.

5. Other than the agreements and understandings contained in this Agreement, neither St. Patrick nor Public Media 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, St. Patrick and Public Media each hereby declares 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

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

6. 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.

7. The Parties further agree to take no action that is in any way adverse to this Agreement or the Joint Petition. No Party hereto is obligated to file or join in the prosecution of any request for reconsideration, review or appeal, or to actively oppose reconsideration, review or appeal, or actively participate in any such proceeding. Each Party, however, so long as this Agreement is not terminated, will cooperate in such action by another Party directed toward approval of this Agreement and the actions contemplated herein.

8. The Joint Petition shall also request, contingent on FCC approval of this Agreement in full, withdrawal of all pleadings filed with the FCC on behalf of one Party and against the other Party.

9. In the event that any part or provision of this Agreement is found to be invalid, such invalidity shall not affect the enforceability of any other part or provision of this Agreement, unless the invalidity would cause a material change in the rights or obligations of any Party, in which case the Party or Parties affected may seek to amend the Agreement or may withdraw from the Agreement.

10. Time is of the essence in this Agreement.

11. Each Party hereto is duly organized, validly existing and in good standing under the laws of its commonwealth/state of organization and, as applicable, the state or

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commonwealth of their incorporation or organization, and has full power and authority to carry on the business now being conducted by it. Each Party hereto has full power and authority to enter into this Agreement; and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary action on its part. This Agreement constitutes a valid and binding obligation of each of the Parties hereto. Each of the signatories hereto represents that s/he is competent and authorized to enter into this Agreement on behalf of the Party for whom s/he purports to sign.

12. This Agreement constitutes the entire understanding of the Parties, and no other consideration, action or forbearance is contemplated or relied upon by them. This Agreement may not be amended or modified except by a writing signed by both Parties.

13. 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.

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14. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any action brought under this Agreement shall be brought in courts having jurisdiction over matters arising in Lawrence, Massachusetts.

15. This Agreement shall be binding upon and inure to the benefit of the Parties 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, and each of which together shall be deemed to be one and the same original.

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

**ST. PATRICK PARISH LAWRENCE EDUCATIONAL  
RADIO ASSOCIATION**

By Fr Paul O'Brien  
Rev. Paul O'Brien  
President

**PUBLIC MEDIA OF NEW ENGLAND, INC.**

By \_\_\_\_\_  
Timothy J. Coco  
President