

Exhibit A
Certificate of Amendment – SDK Franco
LLC

Form 424
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

SDK FRANCO LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|---|
| <input checked="" type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 803525110

The date of formation of the entity is: 01/22/2020

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

NONE

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The registered agent is an individual resident of the state whose name is:

SARA		GUEVARA	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

6815 ASHLAND FOREST DR	HOUSTON	TX	77088
<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☒ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

MEMBER 1: SARA GUEVARA	6815 ASHLAND FOREST DR HOUSTON, TX 77088
MEMBER 2: KAREN SARA GUEVARA	4405 LAKE VILLA DR. METAIRIE, LOUISIANA 70002
MEMBER 3: DANIEL GUEVARA	6815 ASHLAND FOREST DR. HOUSTON, TX 77088

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 02/21/2020

By: _____


Signature of authorized person

SARA GUEVARA

Printed or typed name of authorized person (see instructions)

Exhibit B
Agreed Final Decree of Divorce

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA**

NO. 2019-64922

**IN THE MATTER OF
THE MARRIAGE OF**

**SARA GUEVARA
AND
HECTOR GUEVARA**

§
§
§
§
§

IN THE DISTRICT COURT

312TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

AGREED FINAL DECREE OF DIVORCE

On January 29, 2020 the Court heard this case.

Appearances

Petitioner, **SARA GUEVARA**, did not appear in person but has agreed to the terms of this order as evidenced by Petitioner's signature below.

Respondent, **HECTOR GUEVARA**, appeared in person and announced an agreement.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Agreed Final Decree of Divorce.

The agreements in this Agreed Final Decree of Divorce were reached in mediation with Terisa Taylor on January 22, 2020. This Agreed Final Decree of Divorce is stipulated to represent a merger of a mediated settlement agreement dated January 22, 2020 between the parties. To the extent there exist any differences between the mediated settlement agreement and this Agreed Final Decree of Divorce, this Agreed Final Decree of Divorce shall control in all instances.

Divorce

IT IS ORDERED AND DECREED that **SARA GUEVARA**, Petitioner, and **HECTOR GUEVARA**, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Child of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent now under eighteen years of age or otherwise entitled to support and that none is expected.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party.

Property to Petitioner

IT IS ORDERED AND DECREED that Petitioner, **SARA GUEVARA**, is awarded the

following as her sole and separate property, and Respondent, **HECTOR GUEVARA**, is divested of all right, title, interest, and claim in and to that property:

P-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

LOT (20) OF SIMWAY PLACE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 55, PAGE 43 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS and more commonly known as 2101 Flynn Drive, Pasadena, Texas 77502.

P-2. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

LOT THREE (3) IN BLOCK TWO (2) OF BELLA VISTA, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF and more commonly known as 1209 & 1211 Cabell Street, Houston, Texas 77022.

P-3. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot 74, Block 1, BOWLING GREEN SECTION 1, according to the map or plat thereof recorded in Volume 151, Page 111, of the Map Records of Harris County, Texas and more commonly known as 4108 Whirlaway Drive, Pasadena, Texas 77503.

P-4. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot Five (5), in Block Nine (9) of Inwood Northwest, Section One (1), a Second Partial Replat, an addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 349005 of the Map Records of Harris County, Texas and more commonly known as 6815 Ashland Forest Drive, Houston, Texas 77088.

P-5. The following real property, including but not limited to any escrow funds, prepaid

insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot 11 in Block 6, of Inwood Forest, Section 11, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 165, page 97, of the map and/or plat records of Harris County, Texas and more commonly known as 7634 White Fir Drive, Houston, Texas 77088.

P-6. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Petitioner or subject to her sole control.

P-7. All clothing, jewelry, and other personal effects in the possession of Petitioner or subject to her sole control.

P-8. All sums of cash in the possession of Petitioner or subject to her sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.

P-9. The 2008 Toyota Sequoia motor vehicle, vehicle identification number 5TDZY68A38S007128 together with all prepaid insurance, keys, and title documents.

P-10. The 2015 Chevrolet Tahoe motor vehicle, vehicle identification number 1GNSK3EC1FR283205 together with all prepaid insurance, keys, and title documents.

P-11. The 2017 Chevrolet Malibu motor vehicle, vehicle identification number 1G1ZE5ST5HF258075 together with all prepaid insurance, keys, and title documents.

P-12. The following Radio Station including equipment, rental income and contracts, operational apparatus and all other associated fixtures:

- a. K287BQ, 105.3 FM
- b. K223CW, 92.5 FM
- c. K218EJ, 91.5 FM

Respondent shall not remove any fixtures or equipment from the stations awarded to

Petitioner herein.

P-13. 100% of Petitioner's interest and any other interest in the Limited Liability Company known as SDK FRANCO, LLC including but not limited to radio stations and all other property and assets titled in the company's name.

Property to Respondent

IT IS ORDERED AND DECREED that Respondent, **HECTOR GUEVARA**, is awarded the following as his sole and separate property, and Petitioner, **SARA GUEVARA**, is divested of all right, title, interest, and claim in and to that property:

R-1. The 2015 Jeep Wrangler motor vehicle, vehicle identification number 1C4BJWDG0FL710300 together with all prepaid insurance, keys, and title documents.

R-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Respondent or subject to his sole control.

R-3. All clothing, jewelry, and other personal effects in the possession of Respondent or subject to his sole control.

R-4. All sums of cash in the possession of Respondent or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.

R-5. 100% of Respondent's shares and any other interest in the corporation known as Centro Cristiano De Vida Eterna including but not limited to the property located at 8230 Antoine Drive, Houston, Texas 77088, radio stations and all other property and assets titled in the corporation's name.

Division of Debt

Debts to Petitioner

IT IS ORDERED AND DECREED that Petitioner, **SARA GUEVARA**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Respondent, **HECTOR GUEVARA**, and his property harmless from any failure to so discharge, these items:

P-1. All debts, charges, liabilities, and other obligations incurred solely by Petitioner from and after August 29, 2019 unless express provision is made in this decree to the contrary.

Debts to Respondent

IT IS ORDERED AND DECREED that Respondent, **HECTOR GUEVARA**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold Petitioner, **SARA GUEVARA**, and her property harmless from any failure to so discharge, these items:

R-1. The balance due, including principal, interest, and all other charges, on the promissory given as part of the purchase price of and secured by a lien on the 2017 Chevrolet Malibu motor vehicle awarded to Petitioner.

R-2. All debts, charges, liabilities, and other obligations incurred solely by Respondent from and after August 29, 2019 unless express provision is made in this decree to the contrary.

R-3. Shall pay attorney's fees in the amount of eight hundred seventy-five dollars (\$875.00) directly to attorney Francisco R. Montero with Fletcher, Heald & Hildreth, P.L.C. located at 1300 N. 17th Street, Suite 110, Arlington, VA 22209; Tel: (703) 812-0480 on or before February 1, 2020.

Notice

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

Court Ordered Maintenance

The Court finds that under the circumstances presented in this case, **SARA GUEVARA** is eligible for maintenance under the provisions of Texas Family Code chapter 8. Accordingly, **HECTOR GUEVARA** is ordered to pay as maintenance the sum of three thousand dollars (\$3,000.00) per month to **SARA GUEVARA**, with the first payment being due on February 1, 2020, and a like amount being due on the first day of each consecutive month thereafter until the earliest of one of the following events occurs:

1. February 1, 2027;
2. death of either Petitioner or Respondent;
3. remarriage of **SARA GUEVARA**; or
4. further orders of the Court affecting the spousal maintenance obligation, including a finding of cohabitation by **SARA GUEVARA**.

Additionally, and as Court Ordered Maintenance, **HECTOR GUEVARA** is ordered to pay as maintenance the sum of fifteen thousand dollars (\$15,000.00) to **SARA GUEVARA**, with the first payment of three thousand five hundred dollars (\$3,500.00) being due on February 23, 2020, and an amount of two thousand dollars (\$2,000.00) being due on February 1, 2020 and a like amount begin due on the first day of each consecutive month thereafter until the amount is paid in full.

Payment shall be made by **HECTOR GUEVARA** directly to **SARA GUEVARA** by cash, cashier's check, or money order at the last known address provided to **HECTOR GUEVARA** by **SARA GUEVARA**.

Provision for Sale of Residence

HECTOR GUEVARA shall have the option to purchase the following residence from **SARA GUEVARA** for a sum of two hundred thousand dollars (\$200,000.00) to be paid in full by

SG HG

February 1, 2021:

Lot 11 in Block 6, of Inwood Forest, Section 11, a subdivision in Harris County, Texas, according to the Map or Plat thereof recorded in Volume 165, page 97, of the map and/or plat records of Harris County, Texas and more commonly known as 7634 White Fir Drive, Houston, Texas 77088.

HECTOR GUEVARA shall pay all closing costs associated with the purchase of the residence. **HECTOR GUEVARA** also agrees to, and shall, pay the 2019 property taxes on the residence.

HECTOR GUEVARA shall have exclusive use of the property until February 1, 2021 as which time he IS ORDERED to vacate promptly if he has not fulfilled the purchase of the residence in accordance with the terms of sale herein. In the event **HECTOR GUEVARA** does not fulfill the purchase of the residence in accordance with the terms stated herein, he shall forfeit all money paid towards the purchase of the residence and **SARA GUEVARA** shall be entitled to keep all money received from **HECTOR GUEVARA** for the sale of the residence.

The parties will both attend a "closing" with Patriot Title on January 23, 2020 to enter into an agreement to purchase the residence in accordance with the terms herein. That closing in no way will affect **SARA GUEVARA's** ownership interest in the property as awarded herein.

Attorney's Fees

To effect an equitable division of the estate of the parties and as a part of the division, each party shall be responsible for his or her own attorney's fees, expenses, and costs incurred as a result of legal representation in this case.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

SG HG

Transfer and Delivery of Property

HECTOR GUEVARA is ORDERED to appear in the law offices of Shawn M. Rudisel at 1415 North Loop West, Suite 910, Houston, Texas 77008, at 10:00 on February 15, 2020, and to execute, have acknowledged, and deliver to **SARA GUEVARA** these instruments:

1. Power of attorney to transfer motor vehicle to effectuate the transfer of the following vehicles from **HECTOR GUEVARA** to **SARA GUEVERA** in accordance with the property award herein:

a. The 2017 Chevrolet Malibu motor vehicle, vehicle identification number 1G1ZE5ST5HF258075.

The parties acknowledge that **SARA GUEVARA** has received, in mediation, a signed title to the 2008 Toyota Sequoia motor vehicle, vehicle identification number 5TDZY68A38S007128.

Muniment of Title

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Agreed Final Decree of Divorce.

Permanent Injunctions as to Persons

The Court finds that, because of the conduct of **SARA GUEVARA**, a permanent injunction against her should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on **SARA GUEVARA**; on her agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that **SARA GUEVARA** is permanently enjoined from:

SG 1-6-20

1. Making disparaging remarks about the other party including but not limited to, co-workers, friends and church members.

The Court finds that, because of the conduct of **HECTOR GUEVARA**, a permanent injunction against him should be granted as appropriate relief because there is no adequate remedy at law.

The permanent injunction granted below shall be effective immediately and shall be binding on **HECTOR GUEVARA**; on his agents, servants, employees, and attorneys; and on those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise.

IT IS ORDERED AND DECREED that **HECTOR GUEVARA** is permanently enjoined from:

1. Making disparaging remarks about the other party including but not limited to, co-workers, friends and church members.

Service of Writ

Petitioner and Respondent waive issuance and service of the writ of injunction, by stipulation or as evidenced by the signatures below. IT IS ORDERED that Petitioner and Respondent shall be deemed to be duly served with the writ of injunction.

Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that all obligations and duties for attorney's fees and temporary support incurred during the pendency of the divorce and imposed by the temporary orders of this Court that are not yet discharged shall survive this judgment, and independent

enforcement may be sought.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, **SARA GUEVARA**, and Respondent, **HECTOR GUEVARA**, each acknowledge that before signing this Agreed Final Decree of Divorce they have read this Agreed Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Agreed Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Agreed Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Agreed Final Decree of Divorce.

Notices

SARA GUEVARA understands that discovery has not been completed and she has waived her right to investigate the assets in the marital estate and has waived her right to final trial on the merits.

SARA GUEVARA also understand and agree she is waiving her right to have the titles on the real estate awarded to her herein searched for liens.

SARA GUEVARA acknowledges she can read and understand the English language and has read this document in its entirety.

Name Change

SARA GUEVARA's is hereby changed to **SARA FRANCO**.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act or omission of the other party, that other party will, at that other party's sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

SG HG

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

SIGNED on _____

Signed:
1/29/2020

K. Baughman

~~JUDGE PRESIDING~~

APPROVED AS TO FORM ONLY:

THE RUDISEL LAW FIRM, P.C.


1415 North Loop West, Suite 910

Houston, Texas 77008

Tel: (713) 781-7775

Fax: (713) 781-7785

By: _____


Shawn M. Rudisel
Attorney for Petitioner
State Bar No. 24053010
service@houstondivorcesoure.com

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Para Guevara.
Petitioner

Neely Guevara
Respondent



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this January 30, 2020

Certified Document Number: 89147162 Total Pages: 14

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit C
District Court Final Order of Enforcement

NCA

NO. 2020-19224

SARA (GUEVARA) FRANCO,
Plaintiff

V.

HECTOR GUEVARA,
Defendant

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IN THE DISTRICT COURT

312TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

P-3
8A

FINAL ORDER OF ENFORCEMENT

Sara Franco's First Amended Petition for Enforcement of Property Division and Clarification, came on for trial on August 30, 2021 and concluded on September 8, 2021, together with the intervention of SDK Franco, LLC and the defensive filings of Hector Guevara and Centro Cristiano De Vida Eterna.

All issues were submitted to the Court, without a jury.

A record of the proceeding was taken by the official court reporter, Karen Bauer.

After considering all the evidence and arguments of counsel, the Court FINDS AND ORDERS as follows:

1. On motion, the following causes of action are denied: tortious interference with existing contract and wrongful interference with an existing contract and actual damages associated with loss of earning capacity sustained in the past and loss of earning capacity that in reasonable probability will be sustained in the future.
2. The Court finds third-party defendant Centro Cristiano De Vida Eterna is the alter ego of Defendant Hector Guevara.
3. The Court finds in favor of SDK Franco, LLC, in the amount of \$565,510, jointly and severally against Centro and Hector Guevara.
4. The Court finds in favor of Sara Franco, against Hector Guevara in the amount of \$6000.
5. Therefore, the Court GRANTS a money judgment jointly and severally against Centro Cristiano De Vida Eterna and Hector and in favor of SDK Franco, LLC for \$565,510,

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

together with post judgment interest at 5%, compounded annually from September 10, 2021 until paid, for which let execution issue.

6. The Court also GRANTS Sara Franco, a money judgment against Hector Guevara for \$6,000, together with interest at the rate of 5% as of September 8, 2021, compounded annually until paid, for which let execution issue.

7. All costs of court are ordered paid by Centro Cristiano De Vida Eterna and Hector Guevara, including those incurred by Plaintiff, Sara Franco and Intervenor SDK Franco, LLC in the total amount of \$388.50, also granted as follows:

a. In favor of Sara Franco, \$296.50 jointly and severally against Centro Cristiano De Vida Eterna and Hector Guevara, jointly and severally, with post judgment interest at 5%, compounded annually as of September 8, 2021, for which, let execution; and

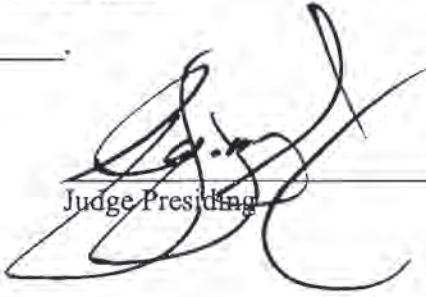
b. In favor of SDK Franco, LLC, \$92 jointly and severally against Centro Cristiano De Vida Eterna and Hector Guevara, jointly and severally, with post judgment interest at 5%, compounded annually as of September 8, 2021, for which, let execution.

8. Nothing in this judgment is intended to invade the jurisdiction of the Federal Communications Commission to the extent administrative actions are pending regarding the licensing of the radio stations conveyed in the divorce decree, the subject of this suit.

9. All other relief requested by any part and not granted herein, is DENIED. This is intended as a final order disposing of all parties and all issues.

Signed *Oct. 1, 2021*

10/1/2021


Judge Presiding

Agreed as to form:

KARLEANA L. FARIAS

State Bar Number: 24074565

karleana@fariaslaw.com

641 Heights Blvd.

Houston, Texas 77007

Tel: 713/226-7999

Attorney for Defendant

/s/ Daniel J Lemkuil

DANIEL J. LEMKUIL

State Bar Number: 00789448

Daniel.lemkuil.atty@gmail.com

106 Avodale

Houston, Texas 77006

Tel: 713/993-9100

Fax: 713/225-0099

Attorney for Plaintiff

MATTHEW W. MAHONEY

State Bar Number: 24039029

sesrvice@mattmahoneylaw.com

4915 Holly Ave

Pasadena, Texas 775003

Tel: 281/485-0700

Fax: 281/751-9988

Attorney for Defendant

Robert S. Clark, Sr.

State Bar Number 00786382

service@houtexlaw.com

9225 Katy Freeway, Suite 314

Houston, Texas 77024

Tel: 713/236-0000

Fax: 832/209-7810

Attorney for Intervenor



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this October 25, 2021

Certified Document Number: 98314313 Total Pages: 3

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit D
District Court Findings of Fact

P-8
FFCLX

Cause No. 2020-19224

SARA (GUEVARA) FRANCO,
Plaintiff

v.

HECTOR GUEVARA,
Defendant

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

312TH JUDICIAL DISTRICT

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Upon the request of Defendant HECTOR GUEVARA, the Court makes and enters the following *Findings of Fact and Conclusions of Law* in the above numbered and styled case:

A. Findings of Fact

1. The case was called to trial on August 30, 2021. All parties appeared with counsel and announced ready.
2. The case proceeded to trial to the bench, without a jury.
3. A record of the proceedings was made by Karen Bauer, the official court reporter for the 312TH Judicial District Court.
4. SARA (GUEVARA) FRANCO was divorced from HECTOR GUEVARA by virtue of an *Agreed Final Decree of Divorce* entered by the 312TH Judicial District Court on January 29, 2020 in Cause Number 2019-64922.
5. The *Agreed Final Decree of Divorce* was based on a *Mediated Settlement Agreement* entered between SARA (GUEVARA) FRANCO and HECTOR GUEVARA on January 22, 2020.
6. The *Agreed Final Decree of Divorce* judgment is a contract between the parties.
7. The *Agreed Final Decree of Divorce* is valid, enforceable contract.

FILED

Marilyn Burgess
District Clerk

NOV 12 2021

Page 1 of 8

Time: 12:08 PM
Harris County, Texas
By: [Signature]
Deputy
11-12-21

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

8. The *Agreed Final Decree of Divorce* is the contract breached by HECTOR GUEVARA acting individually and by and through CENTRO CRISTIANO DE VIDA ETERNA, the alter ego of HECTOR GUEVARA.
9. SARA (GUEVARA) FRANCO is a proper party to bring the suit for breach of contract as she is a party to the contract in privity with HECTOR GUEVARA.
10. SARA (GUEVARA) FRANCO and SDK FRANCO, LLC performed all necessary obligations under the *Agreed Final Decree of Divorce*, including transfer of property.
11. There was no credible evidence that SARA (GUEVARA) FRANCO was deficient in any of her obligations imposed by the contract.
12. SDK FRANCO, LLC is also a proper party to bring a breach of contract suit against HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA.
13. SDK FRANCO, LLC is the assignee of SARA (GUEVARA) FRANCO's rights to receive the stations K287BQ and K223CW, together with the related equipment, rental income, contracts, operational apparatus and all other associated fixtures for each radio station.
14. The Court had jurisdiction of the parties through service of process.
15. The Court had jurisdiction of the subject matter through the prior order being enforced and other prior proceedings involving the parties and the subject matter.
16. All parties necessary to the proceeding appeared at trial and announced ready.
17. At all times relevant to this lawsuit, CENTRO CRISTIANO DE VIDA ETERNA was the alter ego of HECTOR GUEVARA.
18. The *Agreed Final Decree of Divorce* provided for the award of the following property to SARA (GUEVARA) FRANCO: Radio license K287BQ, 105.3 FM; Radio license K223CW, 92.5 FM; and Radio license K218EJ, 91.5 FM, together with the related equipment, rental income, contracts, operational apparatus and all other associated fixtures for each radio station.
19. By an express term of the contract, the *Agreed Final Decree of Divorce* served as muniment of title, establishing equitable title to radio license K287BQ, 105.3 FM; radio license K223CW, 92.5 FM; and radio license K218EJ, 91.5 FM, together with the related equipment, rental income,

contracts, operational apparatus and all other associated fixtures for each radio station to SARA (GUEVARA) FRANCO until such time as legal title could be transferred to her designee SDK FRANCO, LLC through the Federal Communications Commission.

20. HECTOR GUEVARA intentionally delayed the transfer of the license K223CW, contrary to the terms of the contract awarding the license to SARA (GUEVARA) FRANCO. HECTOR GUEVARAs' delay, acting through his alter ego, CENTRO CRISTIANO DE VIDA ETERNA, was for the intended purpose of diminishing the value of the property prior to the transfer. The related testimony of both HECTOR GUEVARA and attorney Dan J. Alpert to the contrary was not credible. The testimony of Francisco R. Montero, Josue Salmeron and Douglas O. Romero was credible and persuasive on the issue.
21. HECTOR GUEVARA individually and as his alter ego CENTRO CRISTIANO DE VIDA ETERNA breached the *Agreed Final Decree of Divorce* contract by diminishing the value of license K223CW, the license that he did eventually transfer to SARA (GUEVARA) FRANCO and her designee SDK FRANCO, LLC, thus denying SARA (GUEVARA) FRANCO and her designee SDK FRANCO, LLC the benefit of the contract SARA (GUEVARA) FRANCO bargained for and she assigned to SDK FRANCO, LLC, all to HECTOR GUEVARA's benefit.
22. The delay in transferring the license K223CW by HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA, and the actions by HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA, caused actual and monetary damage to SARA (GUEVARA) FRANCO and her designee SDK FRANCO, LLC.
23. An express term of the contract was that HECTOR GUEVARA was enjoined from removing any fixtures or equipment from the stations awarded to SARA (GUEVARA) FRANCO, including the stations for which SARA (GUEVARA) FRANCO assigned SDK FRANCO, LLC the right to receive. HECTOR GUEVARA individually and through his alter ego CENTRO CRISTIANO DE VIDA ETERNA did remove property and deprive SARA (GUEVARA) FRANCO and SDK FRANCO, LLC the value of the property, including an antenna and a combiner. The testimony of Josue Salmeron and Douglas O. Romero as to the acts and damages caused by HECTOR GUEVARA and his alter ego CENTRO CRISTIANO DE VIDA ETERNA was creditable and persuasive. The related testimony of Joe Limon was not credible or persuasive.
24. HECTOR GUEVARA was ordered to pay post-divorce, Title 9 support to SARA (GUEVARA) FRANCO of \$2,000 per month.

25. HECTOR GUEVARA was in default for three months support as of the time of trial.
26. The testimony of SARA (GUEVARA) FRANCO was credible, believable, and persuasive on the issue.
27. A money judgment of \$6,000.00 for support due and owing as of the date of trial was therefore proper and was granted to SARA (GUEVARA) FRANCO.
28. The Court received no credible or persuasive evidence otherwise.
29. SARA (GUEVARA) FRANCO did not assign the rights to her support to SDK FRANCO, LLC so the judgment was awarded to SARA (GUEVARA) FRANCO, against HECTOR GUEVARA.
30. The cause of action for Tortious Interference with existing contract was denied;
31. The cause of action for Wrongful interference with an existing contract was denied;
32. The cause of action for Actual damages associated with the loss of earning capacity sustained in the past was denied.
33. The cause of action for Loss of earning capacity that is reasonably probability will be sustained in the future was denied.
34. At the request of HECTOR GUEVARA, without objection by CENTRO CRISTIANO DE VIDA ETERNA, the Court took judicial notice of the Court's file.
35. Contained as part of the file, the Court determined the Court costs and awarded them as follows:
36. Cost of court in the amount of \$296.50 were charged by the district clerk and paid by SARA (GUEVARA) FRANCO. Such costs are known to the Court to be reasonable and customary filing fees for this type of case and the type of motions filed in this case.
37. Cost of court in the amount of \$92.00 were charged by the district clerk and paid by SDK FRANCO, LLC. Such costs are known to the court to be usual and customary for this type of case and the type of motions filed in this case.
38. In the interest of justice, all costs of court were charged against HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA.

39. At the time of trial, the maximum legal rate of post judgment interest was 5%, compounded annually until paid.
40. All judgments were rendered on September 8, 2021.
41. All judgments were entered by signed order on October 1, 2021.
42. The testimony of HECTOR GUEVARA denying the allegations against him was not credible.
43. The testimony of Josue Salmeron as to the value of replacement of radio equipment not turned over by HECTOR GUEVARA or his alter ego, radio equipment damaged or destroyed by HECTOR GUEVARA or his alter ego or otherwise wrongfully removed from the control of SARA (GUEVARA) FRANCO and SDK FRANCO, LLC by HECTOR GUEVARA or his alter ego was creditable and persuasive. That amount of money was \$149,110.00.
44. The testimony of Josue Salmeron as to the source of interfering signals caused by HECTOR GUEVARA personally and through his alter ego of CENTRO CRISTIANO DE VIDA ETERNA was credible and persuasive and uncontroverted.
45. The testimony as to the economic damage caused by HECTOR GUEVARA personally and through his alter ego of CENTRO CRISTIANO DE VIDA ETERNA by Karen Guevara, Douglas O. Romero, and Josue Salmeron, and Saeed Gaddi was credible and persuasive. The testimony of HECTOR GUEVARA and Joe Limon was not credible.
46. The testimony of Karen Guevara, Douglas O. Romero, and Saeed Gaddi as to the sales price of \$1,200,000 before the radio signal interference and the value of \$80,000 after the radio signal interference with K223CW was credible and persuasive.
47. HECTOR GUEVARA, both personally and through his alter ego of CENTRO CRISTIANO DE VIDA ETERNA diminished the value of the property negotiated for in the contract entitled *Agreed Final Decree of Divorce*, after the contract was in place, and before surrendering the property to the assigns of SARA (GUEVARA) FRANCO, SDK FRANCO, LLC.
48. The actual damages HECTOR GUEVARA caused to SDK FRANCO, LLC, both personally and caused by him through his alter ego of CENTRO CRISTIANO DE VIDA ETERNA, was in the amount of \$565,510.00, exclusive of costs of court.

49. In the interest of justice, a money judgment of \$565,510.00 would make SDK FRANCO, LLC whole from the damages done by HECTOR GUEVARA personally and through his alter ego of CENTRO CRISTIANO DE VIDA ETERNA.
50. The relief granted was demonstrated by the preponderance of the credible evidence.
51. The relief granted in the form of money judgments was no more than necessary to make SARA (GUEVARA) FRANCO and SDK FRANCO, LLC whole.
52. As HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA are one in the same, the judgments awarded to SARA (GUEVARA) FRANCO and SDK FRANCO, LLC should be and are awarded jointly and severally against HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA. The exception to the joint and severally judgment award is that of the \$6,000.00 Chapter 8 maintenance judgment. In the interest of substantial justice and the Court's inherent ability to match wrongs and remedies, that money should be paid exclusively by HECTOR GUEVARA, from assets he holds in his own name, paid to his former wife.
53. The testimony of SARA (GUEVARA) FRANCO that was elicited at trial was credible.
54. The testimony of HECTOR GUEVARA that was elicited at trial was not credible.
55. The testimony of Douglas O. Romero that was elicited at trial was credible.
56. The testimony of Saeed Gaddi that was elicited at trial was credible.
57. Any conclusion of law that is properly a finding of fact is adopted and designated a finding of fact.

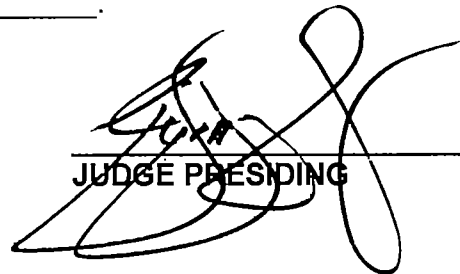
Conclusions of Law:

1. All parties entitled to notice received notice of the proceedings.
2. The Court had personal and subject matter jurisdiction to resolve the case.
3. All issues and all parties were disposed of in the final order.

4. By an express term of the contract, the *Agreed Final Decree of Divorce* served as muniment of title, establishing equitable title to radio license K287BQ, 105.3 FM; radio license K223CW, 92.5 FM; and radio license K218EJ, 91.5 FM, together with the related equipment, rental income, contracts, operational apparatus and all other associated fixtures for each radio station to SARA (GUEVARA) FRANCO until such time as legal title could be transferred to her designee SDK FRANCO, LLC through the FCC.
5. As HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA are found to be one and the same under the theory of alter ego, the judgments awarded to SARA (GUEVARA) FRANCO and SDK FRANCO, LLC should be and are awarded jointly and severally against HECTOR GUEVARA and CENTRO CRISTIANO DE VIDA ETERNA. The exception to the joint and severally judgment award is that of the \$6,000.00 Chapter 8 maintenance judgment.
6. HECTOR GUEVARA, individually and acting as his alter ego CENTRO CRISTIANO DE VIDA ETERNA, breached the *Agreed Final Decree of Divorce* contract.
7. The judgment of the Court does not invade the jurisdiction of the Federal Communications Commission.
8. All relief requested and granted are related to Texas state law causes of action.
9. The Court found that at all times relevant to this lawsuit, CENTRO CRISTIANO DE VIDA ETERNA was the alter ego of HECTOR GUEVARA.
10. The Court found that SARA (GUEVARA) FRANCO and SDK FRANCO, LLC were entitled to the relief granted.
11. The Court found that SARA (GUEVARA) FRANCO and SDK FRANCO, LLC met their burden of proof in the trial of this matter.
12. The claims and relief sought in this lawsuit are not pre-empted by any federal laws or rules.
13. Neither the Federal Communications Commission nor any other branch of the United States Government has authority over the enforcement of the *Agreed Final Decree of Divorce* as to the causes of action complained of in the ligated suit.
14. The relief granted was demonstrated by the preponderance of the credible evidence.

15. No timely motion or other timely request was made to remove any part of any proceeding to or for alternative federal judicial or administrative review.
16. Any finding of fact that is properly a conclusion of law is adopted and designated a conclusion of law.

SIGNED on Nov 12, 2021.


JUDGE PRESIDING



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this November 17, 2021

Certified Document Number: 98968184 Total Pages: 8

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

Exhibit E
Standard 92.5FM Lease Agreement – KLVL
Licensee and K223CW

STANDARD 92.5FM LEASE AGREEMENT

This lease Agreement made this 24 day of June, 2020 by and between _____ the "Landlord" and _____ the "Tenant."

The Landlord and Tenant are collectively referred to in this Agreement as the "Parties."

For the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

LEASE TERM. The term of this Agreement shall be a period of six (6) months, officially beginning on the 1st day of July, 2020, and ending on the day of November, 30th, 2020.

However The tenant will start running from the 8th day of June, 2020 – 30th day of June, 2020 for a separate fee of \$_____. Hereinafter known as the "Lease Term".

- 1. MONTHLY RENT.** The rent to be paid by Tenant to Landlord throughout the term of this Agreement is \$5,000.00 per month and shall be due on the 1st day of each month.
- 2. NON-PAY OF POSSESSION.** In the event Tenant fails to pay, Tenant will oblige to pay what is due of the whole lease agreement of the contract plus a 30% of the total amount of the agreement.
- 3. ON AIR.** Per previous agreement, Julian "Tenant" will allow Sara "Landlord" to be on air on 92.5FM 12PM-1PM Monday-Friday beginning on the 15th day of July, 2020 and ending on November 30th, 2020.

I hereby understand and agree to all the above terms

Landlord

Tenant

Exhibit F
Memorandum with Gow Media

MEMORANDUM

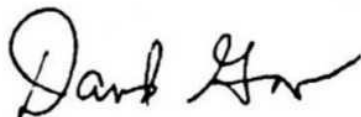
To: SDK Franco and the FCC
From: David Gow, Gow Communications
Date: October 20, 2020
Re: KFNC HD

The purpose of this memo is to affirm Gow Communication's willingness to provide two HD signals to serve as the underlying licensed properties for SDK Franco's two translators. Specifically, we note the following.

Gow Communications owns and operates KFNC, Mont Belvieu, Texas ("KFNC"). SDK Franco owns two translators, K223CW and K287BQ, operating on 92.5 and 105.3, respectively.

The plan is for Gow to provide KFNC-HD2 and KFNC-HD3 as the licensed properties for the two translators. This memo is to communicate to SDK and to the FCC that we are in accord with this plan.

Regards,



David Gow
Gow Media
David.Gow@Gowmedia
713-628-0063

Exhibit G
Notice of Primary Station Being
Rebroadcast on K223CW – September 2,
2021

LAW OFFICES
SMITHWICK & BELENDIUK, P.C.

5028 WISCONSIN AVENUE, N.W.

SUITE 301

WASHINGTON, D.C. 20016

TELEPHONE (202) 363-4050

FACSIMILE (202) 363-4266

GARY S. SMITHWICK
ARTHUR V. BELENDIUK

COUNSEL

MARK B. DENBO
M. SCOTT JOHNSON

DIRECT DIAL NUMBER: (202) 350-9656
E-MAIL ADDRESS: mdenbo@fccworld.com

September 2, 2021

FILED BY E-MAIL PURSUANT TO

Public Notice, *Audio Division Announces Procedures Related to Coronavirus*, DA 20-266,
rel. March 13, 2020, addressed to Mr. James Bradshaw, Senior Deputy Chief
(james.bradshaw@fcc.gov); and Nazifa Sawez, Esq. (nazifa.sawez@fcc.gov)

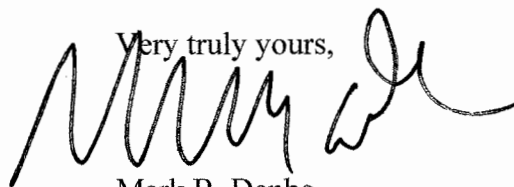
Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701

**Re: FM Translator K223CW, Houston, Texas (Facility No. 148239)
Notice of Change of Input Station**

Dear Ms. Dortch:

SDK Franco LLC ("SDK"), licensee of FM Translator Station K223CW, Houston, Texas (Facility No. 148239), by its counsel and pursuant to 47 C.F.R. Section 74.1284 of the Commission's Rules, hereby notifies the Commission that K223CW is rebroadcasting the signal of FM station KFNC, Mont Belvieu, Texas (Facility No. 52407), a station is licensed to Gow Media, LLC ("Gow"). SDK has obtained permission from the licensee of Gow to rebroadcast KFNC on K223CW.

Should there be any questions, please contact the undersigned.

Very truly yours,


Mark B. Denbo
Counsel to SDK Franco LLC

cc: Robert Gates/FCC (via electronic mail - robert.gates@fcc.gov)

Exhibit H
Read Receipts re: Notice of Primary Station
Being Rebroadcast on K223CW

Mark Denbo

From: Nazifa Sawez <Nazifa.Sawez@fcc.gov> on behalf of Nazifa Sawez
To: Mark Denbo
Sent: Thursday, September 2, 2021 5:15 PM
Subject: Read: [EXTERNAL]: K223CW, Houston, TX - Notice of Change in Primary Station Being Rebroadcast

Your message

To: Nazifa Sawez
Subject: [EXTERNAL]: K223CW, Houston, TX - Notice of Change in Primary Station Being Rebroadcast
Sent: Thursday, September 2, 2021 4:24:52 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, September 2, 2021 5:14:53 PM (UTC-05:00) Eastern Time (US & Canada).

Mark Denbo

From: James Bradshaw <James.Bradshaw@fcc.gov> on behalf of James Bradshaw
To: Mark Denbo
Sent: Thursday, September 2, 2021 4:32 PM
Subject: Read: [EXTERNAL]: K223CW, Houston, TX - Notice of Change in Primary Station Being Rebroadcast

Your message

To: James Bradshaw
Subject: [EXTERNAL]: K223CW, Houston, TX - Notice of Change in Primary Station Being Rebroadcast
Sent: Thursday, September 2, 2021 4:24:52 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, September 2, 2021 4:30:49 PM (UTC-05:00) Eastern Time (US & Canada).

Exhibit I
Expert Report of Francisco R. Montero

Expert Report of Francisco R. Montero

My name is Francisco R. Montero and I have been requested to provide an expert report in the case of *Sara Guevara v. Hector Guevara* pending in the 312th Judicial District Court of Harris County, Case: 202019224. This report is being prepared for the purposes of the litigation and is intended to address the issues that have been raised regarding certain Federal Communications Commission (FCC) licenses that are to be transferred as part of this action. Among other things, I am counsel for FCC matters for SDK Franco LLC, an entity of which Ms. Sara Franco is a partial owner.

I am a licensed attorney, admitted to practice law in the District of Columbia, New York, and Virginia, and I have substantial experience in telecommunications, broadcasting, media and technology. My practice includes FCC regulatory counseling, corporate finance, asset and securities acquisitions, intellectual property, and real estate and commercial transactions. I am a equity member in the Washington, D.C. area law firm of Fletcher, Heald & Hildreth, PLC, one of the country's oldest and most prestigious telecommunications law firms. I was formerly Managing Member of Fletcher Heald, as well as former Co-Chair of the Federal Communications Bar Association's Transactional Practice and Professional Responsibility Committees. I have been a frequent speaker at telecommunications and media industry conferences and have written on communications law, finance, commercial transactions and intellectual property for publications such as *Radio+Television Business Report*, *Inside Radio*, and *Radio Ink*.

I have been an appointed member of the Federal Advisory Committee on Diversity for Communications in the Digital Age and served as Director of the FCC's Office of Communications Business Opportunities from 1999 to 2000. While at the FCC, I worked extensively with industry, trade associations, financial institutions and governmental agencies to create business opportunities for entrepreneurs, and technology and telecommunications start-ups, and was recognized by the Chairman of the FCC for "dedication to bridging the digital divide".

I am known as an early advocate for Hispanic and Spanish language media in the U.S. and Latin America and serve as a Director of the American Academy of Radio Arts & Sciences and also the Multicultural Media, Telecom and Internet Council. I helped form and served on the boards of the American Hispanic Owned Radio Association (AHORA), the Spanish Broadcasters Association and the National Association of Minority Media Executives. I am the Washington, DC legal representative for several state broadcast associations, including Alaska, Arkansas, Colorado, Florida, New Jersey, and Puerto Rico, and received the Puerto Rico Broadcaster's award for "service to the Puerto Rico radio industry".

I have been ranked by Chambers & Partners and was named to the list of "Top Lawyers" by the media and telecommunications publication *CableFax*, two years in a row, and was also named one of the "Top Washington DC Lawyers" by *Super Lawyers.com*. In 2019, I was listed in *Radio+Television Business Report's* inaugural list

of the top 10 media attorneys in the US. I have been inducted to the MMTC Hall of Fame and recognized by *Multichannel News* to be among the top cable TV transactional attorneys. I received the Hispanic Radio Conference's *Medallas de Cortez* Distinguished Leadership Award for significant contributions to Spanish-language and Hispanic-targeted broadcasting. I also serve on the Advisory Boards for *Bloomberg BNA Now: Tech and Telecom* and the Radio Ink Hispanic Radio Conference. In a cover article in 2020, *Radio Ink* magazine named me "Radio's Point Man in DC".

I studied law at the George Washington University Law School, where I served on the *George Washington University Law Review*. I did my undergraduate studies at the University of Michigan. My current curricula vitae is attached as Exhibit A to my Report.

1. Handling of FCC Issues in the Guevara Divorce

The handling of the Guevara divorce settlement has presented FCC problems from the very beginning. The mediated settlement signed by Sara Guevara (now Franco) and Hector Guevara on December 11, 2019 should have been reviewed by an FCC attorney prior to signing but was not, at least not on the part of Sara Franco. The first problem is that it calls for the assignment by Hector Guevara to Sara Franco of certain FCC licenses for FM translator radio stations. In this instance the FCC licenses were not issued to Mr. Guevara although he was agreeing to alienate them as if they were his property. These FCC licenses were held by a non-profit corporation, Centro Cristiano de Vida Eterna, which Mr. Guevara appears to operate as an alter ego. (Note that the FCC application for Centro Cristiano de Vida Eterna is *not* signed by Mr. Guevara.) Apparently, Mr. Guevara has such non-profit corporations which he appears to treat as his personal property to hold FCC licenses which he might otherwise not be allowed to own under Federal law. He may use these nonprofits as shells, perhaps to avoid paying income tax liability or annual FCC regulatory fees or to avoid FCC ownership qualification restrictions.

Another problem with the divorce settlement was that the settlement agreement had the FCC licenses transferring to Sara Guevara (Franco), although she is not a US citizen. Assignment of an FCC license requires prior FCC approval and an FCC license cannot be assigned to a foreign national or an entity 100% controlled by a non-US citizen without a specialized waiver under Section 310 of the Federal Communications Act dealing with foreign ownership of FCC licenses. As such, Sara Guevara had to assign her rights to receive these FCC licenses to a US-limited liability company called SDK Franco LLC, control of which was also passed over to Ms. Franco under the divorce. Karen Guevara and Daniel Guevara were additional LLC members thereby bringing the assignee (SDK Franco LLC) within permissible FCC limits for foreign ownership.

From the beginning, the preparation and filing of the FCC applications was delayed due to slow or delayed action or inaction by Mr. Guevara and his counsel. There never was any apparent effort to move the process along. Not long into the process, a pattern emerged which strongly suggested that the delays were designed to stall Mr. Guevara's relinquishment of control over the radio stations (an ownership control which,

as noted earlier more appropriately belonged to a non-profit, not Mr. Guevara). The digital FCC assignment applications are completed on-line and have an assignor section and an assignee section. It is common for the assignor to begin the application and fill in the assignor's section and then it is customary to turn over the codes so that the assignee can complete its portion of the application. My first outreach to Dan Alpert about starting the FCC application was on December 17, 2019. Despite that, the application was not actually filed until January 8th, nearly three weeks later. Then, at various times the FCC requested amendments to the application (which is not unusual), however, Mr. Alpert refused to follow a customary protocol by allowing the assignee of the licenses to complete and file their own amendments and instead held on to the necessary passwords in order to control the process. This is unusual and not customary practice.

At various times in March of 2020, Mr. Alpert refused to turnover codes to allow SDK Franco to file necessary amendments thereby further delaying the process. He insisted on completing the amendments himself even though they were to the assignee's section of the application, and then he filled in information that was specifically designed to cause the amendments and application to fail at the FCC. For example, he insisted on making Ms. Franco (not SDK Franco LLC) the assignee of the licenses although he knew full well that the FCC would not grant such an application because of her nationality. This had the practical effect of further delaying the pendency of those applications for longer than would normally be the case. Had amendments been timely filed, we could have expected a grant of those applications by March. Moreover, a petition to deny the applications was filed with the FCC by an individual who it was speculated had collaborated with Mr. Guevara and had filed the protest in order to delay processing of the application.

While the assignment application was pending, Mr. Guevara appeared to use the delays to take action aimed at deteriorating the value of the FCC license assets. In March he filed to amend the licenses to impact their audience coverage area without consulting Ms. Franco. Then in April of 2020, when the FCC finally approved the assignment, Ms. Guevara moved swiftly to notify the FCC that the assignment had been consummated, but Mr. Guevara attempted to undo the consummation notice filed with the FCC presumably in order to gain more time to deteriorate the assets. During the additional delay Mr. Alpert filed with the FCC a request for special temporary authority to take the stations off the air, again in an apparent further effort to deteriorate the value of the licenses and to alienate customers and clients of the stations, and he again changed the passcodes to lock out SDK Franco. This necessitated a conference call with FCC officials in order to allow SDK Franco to reinstate the consummation and retract the request to have the stations off the air. This was compared to a spouse who, when required to turn over a house in a divorce, proceeds to flood the basement and set the house on fire. As late as May 2020, SDK Franco was still having to negotiate in order to have Mr. Guevara cooperate to a turnover of the licenses. This further delayed to the month of May (six months after the divorce settlement) the final assignment of the licenses for stations K287BQ and K223CW. These station licenses must be renewed on April 1, 2021 and Ms. Franco fully expects Mr. Guevara to protest their renewal. Meanwhile, in March 2021, 15 months after the divorce, Mr. Guevara continued his attempts to devalue the assets by

filing further objections and protests with the FCC against those licenses now in the hands of SDK Franco, LLC.

A third license assignment for station K218EJ had to be refiled and is still pending because the FCC is in need of information from Mr. Guevara. The FCC is questioning whether Mr. Guevara has the right to assign the license given that it is held by a nonprofit and not by Mr. Guevara personally. During this process, SDK Franco separately filed an application with the FCC to acquire a FM station KTWL and Mr. Guevara, through his alter ego Centro Cristiano de Vida Eterna, filed a protest against that acquisition, in an attempt to delay SDK Franco's efforts to acquire that station. The FCC ultimately ruled for SDK Franco in the KTWL matter.

2. Response to Report of Dan J. Alpert

I have reviewed the expert report in this matter executed by Dan J. Alpert. Although Mr. Alpert accurately recites portions of the FCC statute, regulations, and case law, some of that recitation is not relevant to the current case or inaccurately interpreted.

a. Whether Ms. Franco can own an FCC license is not relevant

Mr. Alpert spends significant energy explaining that Ms. Franco, as a non-United States citizen, cannot own an FCC license in her own name. Alpert Report at 3-4. While we disagree whether a waiver could be issued by the FCC to permit Ms. Franco to own such a license, the issue is moot because Ms. Franco has transferred any interest in such a license that Mr. Guevara attempted to transfer to her in the divorce settlement to SDK Franco, an entity that clearly can own such a license. 47 U.S.C. § 310(b)(4). Thus, this issue has been resolved.

b. This Court is not prevented from ordering Mr. Guevara not to interfere with SCDK Franco's application for license

Mr. Alpert selectively cites from certain case law regarding the prohibition against state courts "interfering with or intruding upon the FCC's jurisdiction." Alpert Report at 5-7. As Mr. Alpert admits, however, the FCC has determined that

where a licensee is accused of breaching a contract to assign its license, the determination of whether a breach occurred is left to a local state court. *Carnegie Broadcasting Co.*, 5 FCC 2d 882 (1966). The Commission does not possess the resources, the expertise or the jurisdiction to adjudicate such claims fully. See *Regents v. Carroll*, 338 U.S. 586 (1950).

Alpert Report at 6 (*quoting Kirk Merkley*, 94 F.C.C.2d 829, 838 ¶ 18 (1983)). Therefore, given that Mr. Guevara has voluntarily transferred the ownership to Ms. Franco as part of the divorce settlement and Ms. Franco has "corrected the problem" inherent in a transfer to a non-U.S. citizen, then this Court has the power and ability under applicable FCC

precedent to order Mr. Guevara not to interfere with her assignee's application for and ownership of the FCC license.

I express all of these opinions contained in my report reasonable degree of professional certainty based upon the qualifications and experience referenced above.

Executed this 11th day of June, 2021



Francisco R. Montero

EXHIBIT A

FRANCISCO RAMON MONTERO

2111 Wisconsin Ave., N.W.
Washington, DC 20007
Montero@fhhlaw.com
Mobile: (202) 841-6358

SUMMARY:

Transactional, Regulatory and Government Relations Attorney/Marketing and Management Experience:
Experience in the purchase, sale and financing of media and telecommunications businesses, government management, and the marketing of legal services and public policy initiatives.

- Mergers and Acquisitions
- Financing and Programming Agreements
- Federal Senior Executive Service
- Small Business Policy Initiatives
- Government Office Management
- Client Development and Retention
- Public Policy Advocacy
- Published Articles, Speeches and Presentations

EXPERIENCE:

FLETCHER, HEALD & HILDRETH PLC, Arlington, Virginia
Well-respected mid-size communications law firm founded in 1936.

2003-present

Partner

Partner and Management Committee with the firm representing Hispanic media and telecommunications companies and trade associations in the United States and Latin America on corporate, transactional and regulatory issues. Involved in structuring and negotiating stock and asset purchase transactions, programming agreements, and joint ventures. Engaged in significant outreach and practice development activities focused on Latin American and US-based technology and telecommunications companies, small businesses and US Hispanic media and growth businesses.

- Founder and Acting Executive Director, Spanish Broadcasters Association.
- Member, FCC's Federal Advisory Committee on Diversity for Communications in the Digital Age (Financial Issues Subcommittee and Transactional Transparency Subcommittee).
- Board of Directors and Hall of Fame, Minority Media and Telecommunications Council

SHAW PITTMAN LLP, Washington, DC

2000-2003

Technology and corporate law firm with over 500 attorneys and offices in the US and the UK.

Partner and Senior Counsel

Partner and Senior Counsel in the firm's communications, technology and broadband practice groups. Co-chair of the communications group's marketing committee. Represented financial institutions, investors, and operating companies in the areas of FCC media, spectrum and carrier regulation, corporate finance, asset and securities acquisitions, intellectual property, foreign investment, and real estate and commercial transactions. Engaged in significant outreach and practice development activities focused on Latin American and US-based technology and telecommunications companies, small businesses and US Hispanic growth businesses.

- Negotiated the purchase and sale of various radio and television broadcast properties.
- Represented venture capital fund in broadcasting and CLEC related ventures.
- Represented the largest newspaper in San Juan, Puerto Rico in a case of first impression before the FCC regarding the applicability of the newspaper/broadcast cross ownership rule to Spanish language newspapers.
- Served on the Advisory Board for the Hispanic Internet Summit.
- Worked on the formation of the Latin High Tech Council.

- Represented software and internet services company in Master Services Agreement with Kraft Foods and Philip Morris.
- Formed the Ad Hoc Committee on Federal Candidates to help recommend candidates for federal government appointments.
- Frequent speaker at various wireless, media and technology conferences.

FEDERAL COMMUNICATIONS COMMISSION, Washington, DC 1999-2000
Federal independent agency charged with regulating and promoting the efficient deployment and maximum use of mass media and telecommunications services in the United States and US territories.

Director, Office of Communications Business Opportunities

Directed the Commission's policy and advocacy office, which promotes small business and competitive telecommunications and technology services in the US. Served in the federal Senior Executive Service as an appointee of the FCC Chairman and reported directly to the Chairman. Supervised a staff of ten attorneys and industry specialists.

- Served as the chief executive of the office, in charge of programs and policy, budgets, hiring, project efficiency and personnel.
- Organized an industry roundtable on the use of unlicensed spectrum for wireless internet and local area networks, and worked on planning a national technology summit.
- Led the team responsible for preparing and releasing the Commission's Report to Congress, titled *Identifying and Eliminating Market Entry Barriers for Entrepreneurs and Small Businesses under Section 257 of the Communications Act*, as well as various independent market entry barrier studies.
- Represented the Chairman on the Board of the Telecommunications Development Fund.
- Participated in the Inter-Agency Working Group on Advertising Practices and served on the Chairman's Opportunity Agenda Team.
- Named to the "Federal Elite 2000" by *Hispanic Business Magazine*.
- Engaged in significant outreach through conferences, written materials, public speaking and research to assist businesses and entrepreneurs obtain information on investing in and participating in the telecommunications industry, including new media, internet and technology sectors.
- Maintained close interaction with the Chairman's office and all FCC Bureaus and Offices to review FCC rulemakings and proceedings to determine their impact on business development and competition. Assisted the Chairman in speech preparation and policy initiatives on issues dealing with market competition, market entry barriers and Hispanic business development.

FISHER WAYLAND COOPER LEADER & ZARAGOZA, LLP, Washington, DC 1989-1999
Well-respected mid-size communications law firm founded in 1934, which merged with Shaw Pittman, LLP in 2000.

Partner (1995-1999)

Management and equity position with the firm, serving on several organizational and personnel-related committees. Represented media and telecommunications companies and trade associations in the United States and Latin America on corporate, transactional and regulatory issues. Involved in structuring and negotiating stock and asset purchase transactions, programming agreements, and joint ventures. Negotiated network affiliation and programming services agreements.

- Independently developed a portfolio of clients that brought roughly \$1 million of revenue to the firm in 1997 and averaged over \$600,000 per year during the period from 1996 to 1999.
- Represented Z-Spanish Media Corporation in acquisitions and in debt and equity financings to grow from five radio stations in 1996 to over 45 stations and three national radio network formats in 1999.
- Testified before the House Ways and Means Committee and Federal Communications Commission on financial issues as they affect broadcasting and Spanish language media ventures.
- Contributed regular columns to several publications on legal and finance issues in the broadcasting industry (titles available on request).

- Participated in regular public speaking panels on FCC and finance issues for the National Association of Broadcasters and other state and national media organizations.

Associate (1989-1995)

Served as an associate attorney handling commercial and finance transactions for media and wireless companies.

- In 1991, identified a need for communications attorneys that were familiar with the Spanish media industry and began independent efforts to build a portfolio of clients, which grew to nearly \$500,000 in new annual revenue for the firm by 1995.
- Named first Washington counsel to the Puerto Rico Broadcasters Association.
- Negotiated over 30 equipment financing and system build-out transactions for cellular telephone licensees involving Motorola, Novatel, Ericsson and Nortel vendors.
- Successfully lobbied the Small Business Administration to change its rules, which had prohibited media companies from applying for SBA loan guarantees.
- Served as counsel to Hefel Broadcasting Corporation, the first Spanish radio corporation to launch a successful IPO.
- Helped form the American Hispanic Owned Radio Association in 1991.

NIXON HARGRAVE DEVANS & DOYLE, Washington, DC

1986-1989

General practice law firm with roughly 200 attorneys, and offices in six cities on the East Coast. Merged with Peabody & Brown in the late 1990's and now known as Nixon Peabody, LLP.

Associate (1986-1989)

Represented media and energy clients as a junior level associate in the areas of libel defense litigation, communications, commercial transactions, project finance and energy regulation.

- Represented Gannett, Inc. and *USA Today* in cases involving placement of newspaper vending machines in public places, Freedom of Information, libel defense and reporter privileges.
- Assisted in the preparation of a Practising Law Institute compilation entitled "Constitutional Privilege in Libel Law".
- Worked on the due diligence and antitrust team to assist Gannett obtain DOJ approval for the joint operating agreement between the *Detroit News* and the *Detroit Free Press*.
- Prepared FERC applications and pleadings for qualifying small power producers in connection with energy project financings.
- Assisted in the preparation of a report on Small Power Production Facilities and Cogeneration Facilities for the Edison Electric Institute.

EDUCATION:

The National Law Center, George Washington University, Washington, D.C.

Juris Doctor, Graduated May 1986.

Honors: Member, *The George Washington Law Review*.

The University of Michigan, Ann Arbor, Michigan.

Bachelor of Arts in Political Science and English.

Graduated May 1982 with Honors in Political Science.

Honors: Member, Michigan Honors Program.

BAR ADMISSION AND ORGANIZATIONS:

Member, Bar Associations of Virginia, New York and District of Columbia. Member, the National and D.C. Hispanic Bar Associations. Board of Directors, Minority Media and Telecommunications Council (1995-1999). Co-Chair of the Federal Communications Bar Association Transactional Practice Committee (1998-2000) and Professional Responsibility Committee (2002-present).

SPECIAL ABILITIES:

Fluent in Spanish.

Addendum with published articles, organizations and awards attached-References available upon request.

Exhibit J
Expert Report of Douglas O. Romero

Expert Report of Douglas O. Romero

On the 6th of June of 2021 this report was prepared for the purposes of litigation pending in the 312th Judicial District Court of Harris County. The enclosed report was prepared by Douglas O. Romero.

Background and Qualifications

I am a businessman who held numerous senior management positions in radio, Television, Media/Executive. Current President and Chief Executive Officer (CEO) of Latino Broadcasting Inc, which owns and operates Spanish-language radio stations across Texas & Louisiana. I attended University of Houston - 2000 and Santa Ana Community College -2001-2004. In 1995 I began my TV/Radio career with an internship in Promotions, executed station events (remotes, van hits, live broadcasts) and hosted tv shows on the weekends. After my internship, I became an on-air personality/program director and held many managing positions.

POSITIONS HELD

- Director and Producer for KLTJ TV 22 Houston
- VP Corporate for Clear Channel Radio
- VP Corporate for Sunburst Media
- VP Research / Programming Spanish Broadcasting Systems
- Consultant for Telemundo
- Voice over talent Telemundo Network
- Assistant to David Gates, Founder, Cesium Communications moving KXMG from Houma LA to New Orleans
- Radio Station consultant for SDK Franco -2020

ENTREPRENEUR

- Creator "La Mega" Format in New Orleans - 2011
- Created "La Preciosa" format and network for Clear Channel Radio heard in over ten U.S. markets.
- Creator "La Regadera Morning Show" New Orleans.
- Creator "La Sabrosa" first tropical station in Los Angeles
- Creator "2show Entertainment" Louisiana, Texas, Mississippi, and Alabama - 2013

ENTREPRENEUR (Cont.)

- Creator/Formed Latino Broadcasting Corporation in Houston Texas. The company established Spanish-language radio stations in Houston -2015
- Creator "La Mejor" Mexican Regional format in Houston -2015
- Creator "La Calle" Format in Houston -2015
- Creator/Formed Latino Broadcast Inc in New Orleans LA. The company established Spanish-language radio stations still serving as principal owner/President and CEO -2017
- Creator/Formed FC New Orleans Inc in New Orleans LA. Still serving as principal owner/President and CEO -2018
- Creator "La Power 105.3 FM" Houston Texas

PROFESSIONAL AWARDS

NAB radio awards recognize radio stations, personalities and leaders that demonstrate a commitment to outstanding public service, innovation and excellence in the radio industry.

- Program Director of the year Large Market 2003 KLAX La Raza Los Angeles
- Program Director of the year Large Market 2005 Mega 101 KLOL Houston
- Program Director of the Year 2006 Radio Notas La Preciosa Dallas Texas
- Program Director of the Year Large Market 2009 WNUA Chicago La Mega 95.5
- Program Director of the year 2009 Radio Notas WNUA Chicago La Mega 95.5
- Program Director of the Year 2012 KXMG New Orleans La Mega 105.7

On January 29, 2020, Sara Franco was awarded three radio stations, K283BQ (105.3 FM Houston), K223CW (92.5 FM Houston), K218EJ (91.5 FM Houston) from the Final Decree of Divorce settlement. This settlement includes equipment, rental income and contracts, operational apparatus, and any associated fixtures.

After this Divorce Settlement, Hector Guevara (Hector) never turned in any of the licenses. The only reason that two licenses K283BQ & K223CW were transferred to Sara Franco (Sara) was due to being forced by the Federal Communication Commission (FCC). This occurred in April 2020, three months after they were supposed to be turned over. As of this month, June 2021, K218EJ has not been turned over to Sara from Hector.

Another issue with the transfer of the station is receiving the FCC Registration Number (FRN) access for each station. This access is needed to be able to handle transactions between Sara & the FCC including but not limited to paying fees or updating license status for each station. The FCC had to step in and force access to their system in order for Sara/SDK Franco/Hope Franco to be able to access the database. As of this month, June 2021, FRN access for K218EJ has not been turned over to Sara from Hector.

During this time frame from the Divorce Decree and the FCC stepping in to allow access, Hector proceeded to use his access using the FRN and password to access SDK Franco's accounts. With this access he proceeded to submit a Special Temporary Authority to silence the station. What this means is that the three stations that were awarded to Sara were no longer able to legally operate because of the FCC commission's paperwork showing the station off air. This action impacts Sara/SDK Franco/Hope Franco from being able to provide service to the clients that were leasing the station.

Hector did not turn over any originating station (AM/FM) or HD channel contracts for K283BQ, K223CW, and K218EJ. These contracts are needed

in order to be able to comply with FCC obligations. Sara/SDK Franco/Hope Franco had to come up with solutions by purchasing more equipment along with starting new contracts to be able to have an originating station. Also, there was a contract between Hector and Aleluya Broadcasting/DAIJ Media/Pueblo de Galilea for origination of programming from their AM stations which were associated with stations Sara was receiving. The station K223CW was legally binded by FCC rules and regulations. This didn't allow Sara to find another station. The station 92.5 K223CW was part of the window of AM stations acquiring translators. The original application number for K223CW 92.5 FM was BMPFT20160727ACD obligating 92.5 FM K223CW to broadcast KCOH for a period of five years. Hector, since filling in 2015 with his attorney Dan Alpert, knew by transferring K223CW to Sara that it needed a KCOH contract to be able to legally transmit programming.

Hector also did not turn in contracts for the transmission's tower lease for K283BQ, K223CW, and K218EJ. Since Sara did not have the contracts, it did not allow Sara/SDK Franco/Hope Franco from being able to pay monthly lease causing additional fees for late payment as well as possible eviction and losing all equipment for the stations.

While Hector never turned in ANY contracts regarding stations (K283BQ, K223CW, and K218EJ) tower leases', He and Martin Guevara were charging Sara/SDK Franco/Hope Franco for the tower site lease since they didn't want to give her the contracts.

At the date of the Final Divorce Decree, there was an active client, Joe Limon, on two stations K283BQ & K223CW. On K283BQ (105.3 FM) La Caliente and K223CW (92.5 FM) Rumba was broadcasting under the client Joe Limon. Hector never turned over contracts for these two stations.

As also mentioned on Divorce Decree, Hector was supposed to include "equipment, rental income and contracts, operational apparatus, and any associated fixtures" to Sara/SDK Franco/Hope Franco. Hector did not provide any studio equipment for any of the three stations K283BQ,

K223CW, and K218EJ. In order to remain functional, Sara/SDK Franco/Hope Franco had to invest on new studio equipment along with studio furniture.

Hector also did not provide any of the tower equipment to be able to broadcast the license for K283BQ, K223CW, and K218EJ. Once again, Sara/SDK Franco/Hope Franco had to invest in new equipment to remain on air for all three stations.

This continuing behavior from Hector of not willingly turning in the stations licenses, equipment, contracts lead to causing delays. Meanwhile, Hector was bringing in another station K223DH with the dial 92.5 FM (since he was still legal owner he could) into the coverage area of K223CW. Since Sara/SDK Franco/Hope Franco did not have access to the station's FRN, Sara/SDK Franco/Hope Franco could not put a complaint on K223DH moving into the coverage area and causing interference with K223CW. Once station K283BQ & K223CW were forced to Sara/SDK Franco/Hope Franco by FCC, Hector turned on his K223DH (92.5 FM) that he brought into the coverage area and turned it on about 1-2 miles away from her tower site causing Sara/SDK Franco/Hope Franco to lose their only client, Joe Limon and then Hector taking the client, Joe Limon, with him to his other station with a balance till the day of owed by Joe Limon of \$60,000.00. K223DH, which Hector brought into the coverage area, was turned on from 5847 San Felipe, Houston, TX 77057, which was illegally broadcasting dead air from that location because it was not the legal location of that station stated on license. This caused heavy interference on K223CW.

The interference of K223DH on Sara/SDK Franco/Hope Franco's K223CW also caused Sara/SDK Franco/Hope Franco to lose a pending sale of \$2 million to Sangeet Radio (Saeed) that was in the works. The interference caused the buyer to back out of the purchase.

Hector and Dan Albert did everything possible to purposely delay the transfer of the licenses to Sara to be able to have time to devalue. As

previously stated, didn't hand over FRN and passwords and requested a silent STA for the stations delaying the entire transfer of stations even further giving Hector extra time to devalue Sara's station values.

Since Hector never turned in any tower equipment for EACH station (K283BQ, K223CW, and K218EJ) and never turned in any studio equipment for EACH station (K283BQ, K223CW, and K218EJ) Sara/SDK Franco/Hope Franco had to purchase all equipment. Every penny that did come from the client Joe Limon went towards purchasing the equipment Hector never provided to Sara/SDK Franco/Hope Franco. Also, Hector and his brother, Martin Guevara, were caught on camera removing and taking a \$6,000 combiner for the antenna system from the transmitter tower since Hector still had access to the site because Hector had not turned over tower lease contracts. A police report was filed on this incident.

At K283BQ stafford site, Hector and his employees from the church cut the coax and tried to take equipment from the site. This was also caught on camera and a police report was filed.

From my professional experience with Hector, we had a business relationship in 2014 establishing a partnership of 25% ownership of Latino Broadcasting Corporation. In less than three years, Hector managed to destroy the company leaving me with hundreds of thousands of dollars in loans and a 25% partnership Hector was never able to fulfill or buy me out. This comes from the company billing over \$2 million a year and I was left with all the debt. To this day 25% ownership of a company I have not seen a penny from.

Also included on the Divorce Decree were transfer of real estate (houses) properties. Hector didn't do the paperwork correctly for the transferring of the house properties causing Sara to pay to get them filed correctly. The additional cost was incurred by Sara.

Once again, Hector never turned in any contract of the tenants in those houses, any key for any of the homes, provided the tenant's information, did not provide their names or disclosed how much each tenant paid. To top it off, Hector didn't pay taxes on the homes, which caused Sara to incur roughly \$30,000 in overdue property taxes since the 2017 tax year.

All statements stated in this report are from my experience with Hector Guevara.

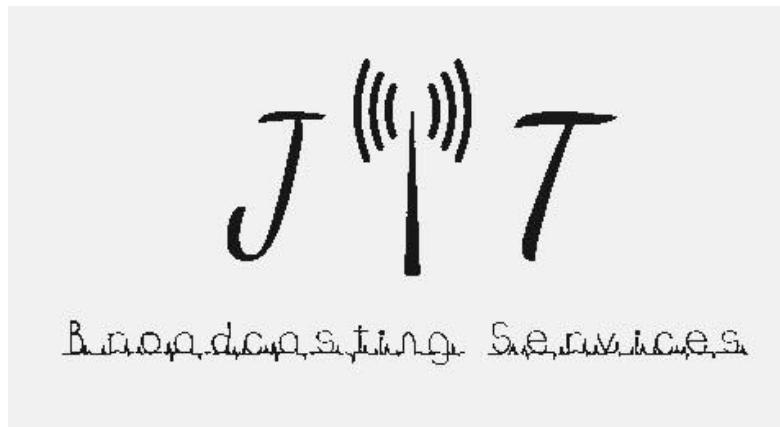
A large, stylized handwritten signature in black ink, appearing to read 'Douglas O. Romero', written over a horizontal line.

Douglas O. Romero

6/11/2021

Date

Exhibit K
Engineering Report of Josue Salmeron of JIT
Broadcasting Services



JIT Broadcasting Services
(JITBS)
281-387-8786

Engineering Report for
SDK Franco
K223CW (92.5 FM)
Houston, TX

Prepared by Josue Salmeron 07/30/2020

Issue/Concerns:

1. K223CW (92.5 FM) is non existing on west side of licensed transmitter site. (Houston, TX), which was listenable coverage area before and no changes have been done to transmitter site.

Service Report:

Equipment Used:



Deva Broadcast Radio Explorer Mobile FM Radio Analyzer
with Global Positioning System (GPS) (stock photo)

Equipment Settings:

- Scan of 92.5 MHz
- Scan in two second intervals
- Realtime GPS mapping
- 50 Ohm antenna that comes with equipment used to receive
- Audio Enable to monitor via headphones
- Google Earth Tracking on
- Radio Explorer 1.0.1.51 software on PC connected to Radio Explorer Mobile

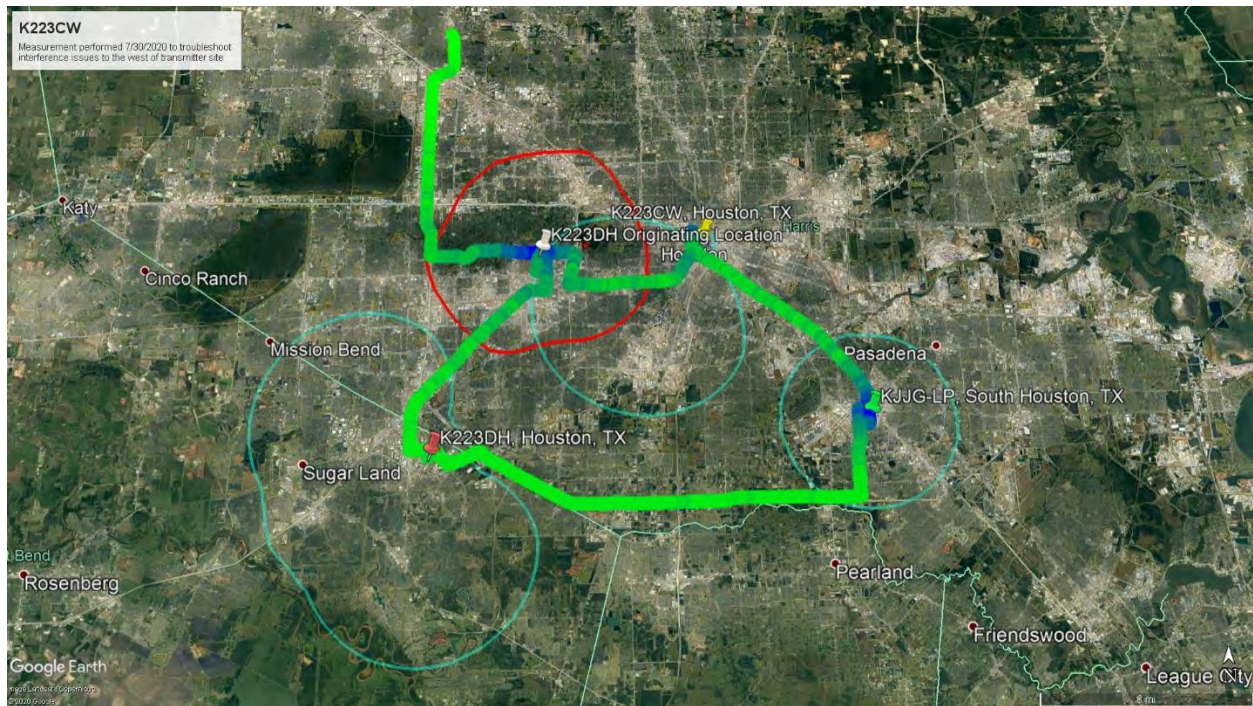


Figure 1

Figure 1 above is a map of the drive performed around Houston, TX on July 30, 2020. Since the issue was said to be west of K223CW (92.5 FM), the measurement starts in northwest Houston and goes south down Beltway 8. The signal measurement for 92.5 Mhz has no modulation (audio) present and a low Radio Frequency (RF) on that band. Once I am directly west of K223CW, I begin to head east towards K223CW. At this point 92.5 Mhz has no modulation but RF is now present. At this point I looked around and saw no towers but a lone tall building, which I preceded to drive to. This tall building (San Felipe Plaza) is located at 5817 San Felipe St., Houston, TX 77057. I drove around the building block and verified a 92.5 MHz signal was originating from that location with no modulation.



Figure 2

In Figure 2, it is a close up of the readings recorded around San Felipe Plaza. I have previously worked at the roof of San Felipe for Latino Broadcasting Corporation as late as May 2, 2020 and as of then, I can recollect at least four different FM broadcast antennas. It is also possible to send more than one frequency through some of the broadband FM antennas located there. I did not enter the facility as I am not sure if I had access on this day. If you look at the measurements from the Radio Explorer, the dots are the precise location, using GPS location tracking, that the measurement was performed by the device. The color scale on Figure 2 shows the signal strength in terms of dBuV, red being little to no signal and blue being maximum amount and close proximity of RF source at 92.5 MHz. This data cannot be input or manipulated by user and it is given by the system software.

At this point I continued heading towards K223CW in downtown Houston. As I drove further east away from San Felipe Plaza, I started hearing broken up modulation on 92.5 FM using the Radio Explorer headphone output. Eventually the modulation on 92.5 MHz cleared up.



Figure 3

At this point, the RF started increasing again until I arrived in Downtown Houston where K223CW is located. As previously stated, the dots represent RF measurements by Radio Explorer Mobile. The RF is originating from the Wells Fargo Plaza located at 1000 Louisiana St, Houston TX 77002. This is the same location stated on K223CW FCC license. At this point I start driving southeast on highway 45 to move away from San Felipe & Wells Fargo Plaza. According to FCC there should be a Low Power (LP) FM station in southeast Houston (KJJG-LP 92.5 FM) on an American Tower's tower.

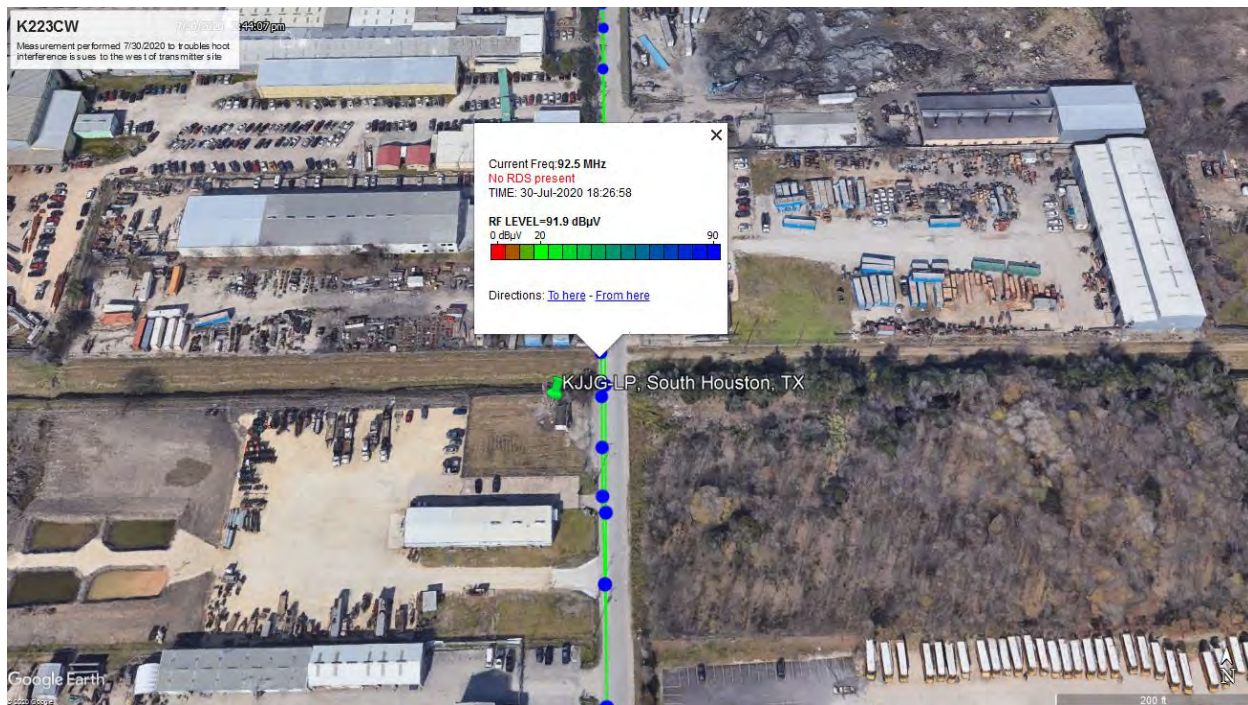


Figure 4

As I drive southeast passing south of 610 loop, I start getting a mix of modulation between two stations on 92.5 MHz. Eventually this modulation is no longer K223CW but KJJG-LP (92.5 FM). The way I identified KJJG-LP was by the on-air call sign and the programming was of Pastor Juan Joel Gutierrez, who is also the license holder of KJJG-LP. Once again, I drove around the neighborhood and pinpointed the strong RF signal with modulation originating from an American Tower located at 8412 Hansen Road, Houston, TX 77075. I have no access to this site but visual inspection I can tell that there is only one FM antenna setup on the tower. Once again, the dots are measurement of the RF around the tower. This proves that KJJG-LP is transmitting from the location stated on their FCC license.

At this point I head south to get on beltway 8 and head west towards the license site of K223DH. As I drive away from KJJG-LP, the modulation and the RF start to fade out. The farther I drive west I start picking up some weak RF with no modulation on 92.5 MHz.



Figure 5

In Figure 5, shows the site where K223DH (92.5 FM) is located per FCC license. This location is at 13627 2/3 Stafford Rd., Stafford, TX 77477. I am able to pickup some RF but with no modulation. The measurements around the tower are weak and it is not the source of the 92.5 MHz signal. I have access to this site as I have worked with Latino Broadcasting Corporation in the past and I am currently the Chief Engineer for Masala Radio whose station K254BZ (98.7 FM) is located in the same tower and facility. I inspected facility and verified only one FM station broadcasting from that tower site but there are two separate FM antennas on tower. One FM antenna system belongs to K254BZ, the other is currently not connected to anything and the coax ends inside the building.

Conclusion:

After reviewing all the data collected, it is my professional assessment that K223DH is not transmitting from its FCC license's facility but in fact it is the unknown 92.5 MHz frequency originating from San Felipe Plaza which is approximately 10 miles northeast from K223DH's

license site. This 92.5 MHz signal from San Felipe Plaza is what is causing interference to K223CW on the west side of Houston. As you can see on Figure 1, the unknown 92.5 MHz from San Felipe Plaza signal is overlapping K223CW signal.

Recommendations:

As the 92.5 MHz signal at San Felipe Plaza does not have a license or even a construction permit to transmit from that location and there is no sign of K223DH at its FCC license's location, I am recommending to contact your FCC lawyer to file a complaint against K223DH for interfering with K223CW.

According to the Electronic Code of Federal Regulations, Title 47, Chapter I, Subchapter C, Part 74, Subpart L, 74.1203:

(a) An authorized FM translator or booster station will not be permitted to continue to operate if it causes any actual interference to:

(1) The transmission of any authorized broadcast station; or

This is a good starting point and your FCC lawyer can elaborate more on any other violations that fall under this unlicensed site transmission.

End of Report

Notes:

If you have any more questions regarding this report, feel free to contact me at 281-387-8786 or jasalmer@gmail.com.

Exhibit L
E-Mail with Jim Sharp re: K223CW

----- Forwarded message -----

From: **Omar Romero** <omar@2showmusic.com>

Date: Thu, Aug 13, 2020, 9:56 PM

Subject: Hector Guevara 92.5 K223DH

To: <jim@subcarrier.com>

Cc: Karen Guevara <guevarakaren18@icloud.com>, <sarafranco53@yahoo.com>, Daniel Lemkuil <daniel_lemkuil@flash.net>, Daniel Lemkuil <daniel.lemkuil.atty@gmail.com>, Josue Ingeniero Radio Aleluya <Jasalmer@gmail.com>, <billcordell@comcast.net>, <imagendiferente@hotmail.com>

Hello Jim,

It was a pleasure speaking with you regarding 92.5fm K223DH on San Felipe Plaza 5847 San Felipe St, Houston, TX 77057.

On wednesday April 22nd 2020 between the hours of 11:00am and 5:00pm Mr. Hector Guevara owner of "Centro Cristiano De Vida Eterna", "Latino Broadcasting Corporation" located at 8230 Antoine Dr, Houston, TX 77088 enter San Felipe Plaza to install new Coax Cable , Connectors and to start broadcast on K223DH 92.5 fm.

Hector Guevara hired Mr. Josue Salmeron to work on all that was needed on wednesday April 22nd. Mr Josue Salmeron has signed an affidavit stating he made the switch from (K278CR 103.5FM to K223DH 92.5fm) . Mr Josue Salmeron is also competent to testify if called into court about the information provided in the affidavit.

Mr. Josue Salmeron and Mr Bruce Bellamy - Owner/Engineer for Munn-Reese Consultants did some extensive research and provided substantial evidence to Saras Lawfirms on K223DH 92.5 former K278CR 103.5FM . Attached please find the Transmitter Hector is currently using to broadcast a dead carrier on 92.5 K223DH forcing K223CW 92.5 from Wells Fargo Plaza 1000 Louisiana St, Houston Texas 77002 wiped out.

K223DH needs to be Broadcasting on a highly directional antenna SCA 2 Skewed CL-CMS from 13623 Stafford Rd, Stafford Tx 77477. Attached please see the equipment in use. The transmitter is set to 1k on a nondirectional Nicom BKG77 Circular Polarization Antenna with N Connectors. Please see attached for your review.

We are very frustrated with this situation and no longer going to the FCC and this matter is now in the Civil Courts of Houston. Mr Hector Guevara caused damages to all the FCC Licenses that SDK Franco holds , loss of wages, property repair etc etc.

Please Jim if you can provide us with the surveillance cameras and building sign in logs for Wednesday April 22nd 2020 between the hours of 11:00am and 5:00pm.
if you have any questions please feel free to contact me 832-379-0426 omar@2showmusic.com

I look forward to your reply and a resolution to our problem.

Regards,

Omar Romero

Chief Executive Officer

LBi

2002 20th St, Suite B203 Kenner LA 70062

(832)-379-0426

www.lacallenola.com

https://en.wikipedia.org/wiki/C.D.S._Vida

Impossible is just a big word thrown around by small men who find it easier to live the world they have been given, rather than to explore the power they have to change it. Impossible is not a fact. It is an opinion. Impossible is not a declaration. It is a dare. Impossible is potential.

Impossible is temporary. Impossible is nothing.

Exhibit M
Multicast Time Brokerage Agreement – Cox
and K287BQ

MULTICAST TIME BROKERAGE AGREEMENT

(KKBQ(FM), Houston, Texas)

This **Multicast Time Brokerage Agreement** (the “Agreement”) is dated as of this ____ day of February, 2021, by and between **Cox NY/TX Radio, LLC** (“Cox”), and **SDK Franco, LLC** (“Programmer”).

Preamble

A. Cox is the licensee of and owns and operates FM radio station KKBQ (FM), Houston, Texas (FCC Facility ID. No. 23083), (the “Station”), pursuant to licenses, permits, and authorizations issued to Cox by the Federal Communications Commission (“FCC”); and

B. Cox desires to provide air time on the in-band on-channel HD-3 digital multicast stream (the “IBOC Multicast Channel”) for the Programmer on terms and conditions that conform to Cox’s programming requirements and the FCC’s rules, regulations, and policies for time brokerage arrangements; and

C. Programmer desires to acquire the right, upon written notice to Cox, to use the air time to be made available by Cox for the purpose of broadcasting Programmer’s programming on an IBOC Multicast Channel for the consideration described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cox and Programmer, intending to be legally bound, hereby agree as follows:

Agreements

1. Term. The term of this Agreement shall commence on March 1, 2021 (the “Effective Date”) and, unless otherwise terminated as set forth below, shall continue in force and effect for a period of three (3) years (the “Initial Term”). This Agreement shall renew automatically for a period of one (1) calendar year (the “Renewal Term”) unless Cox or Programmer shall provide the other with written notice of non-renewal at least one hundred twenty (120) days prior to the end of the Initial Term. The Initial Term together with the single Renewal Term is referred to hereafter as the “Term”).

2. Broker Programming.

(a) Cox shall make available the HD-3 IBOC Multicast Channel on each Station (the “Brokered Channel”) to Programmer for all broadcast time periods on the Brokered Channel, except such time periods that are expressly reserved to Cox in accordance with Section 3, and Programmer shall supply to Cox for broadcast on the Brokered Channel programming for all such time periods not reserved to Cox (the “Broker Programming”).

(b) Programmer shall be solely responsible for the cost of purchase and installation of the equipment necessary for the delivery of the Broker Programming to the Station for broadcast over the Brokered Channel (the “Equipment”), provided that Cox shall purchase

and install the Equipment subject to reimbursement of these costs from Programmer to Cox. Programmer shall pay the reimbursable fees within thirty (30) days of Agreement Effective Date. Cox shall use its own personnel for all phases of the installation. Upon the termination of this Agreement, Cox shall be responsible for the prompt uninstall of the Equipment. Programmer will receive the Equipment and retain ownership.

(c) The source and content of Broker Programming shall be determined by Programmer in its reasonably exercised discretion, subject to the ultimate authority of Cox as FCC licensee of the Station to decline to carry programming material that it determines in good faith to be contrary to the public interest under the rules and policies of the FCC. Programmer shall deliver, at Programmer's expense using the Equipment, all Broker Programming to Cox in accordance with Cox's reasonable technical specifications. Cox shall broadcast on the Brokered Channel the Broker Programming without interruption, deletion, addition, or modification of any kind, subject to the terms of this Agreement and Cox's obligations under the Communications Act of 1934, as amended, and the published rules, regulations, and policies of the FCC (collectively, the "Communications Laws"). All broadcast time on the Brokered Channel not expressly reserved to Cox hereunder shall be available for use by Programmer and no other party, except to the extent Cox may be required by the Communications Laws to provide time for political candidates or candidate committees.

(d) Programmer shall provide the Broker Programming to the Station in a format that is compatible with DTS (iBiquity) standard systems and software utilized by Station from time to time for transmission of IBOC digital radio broadcasts. Programmer shall cause the Broker Programming to be processed, streamed, recorded, and delivered to Station for transmission in a state of quality typical of HD broadcasts of programming of similar bandwidth in the Houston, Texas radio market. Programmer shall be responsible for providing and maintaining any Internet-related circuits used for delivery of the Broker Programming to the Station's HD transmission equipment. Delivery of the Broker Programming as provided in this Agreement shall be a condition of the obligation of Cox to carry the Broker Programming on the Brokered Channel. In the event a delay is required for FCC compliance or otherwise, Programmer shall be responsible for equipment necessary to implement audio delay. Programmer is responsible for compliance (including all costs relating thereto) with the FCC's Emergency Alert System (EAS) using Station-designated equipment and processes.

3. Reservation of Time. Cox specifically reserves the right to program up to [two (2) hours] per week of programming time on each Brokered Channel (the "Reserved Time") during which time Cox may broadcast news, public affairs, and non-entertainment programming that is responsive to the needs and interests of the Brokered Channel's community (the "Cox Programming"). The Reserved Time shall be at a mutually agreeable time, and Cox shall not exercise its right to air the Cox Programming for the purpose of pecuniary gain. As of the date of this Agreement, Cox believes the Broker Programming serves the public interest, and Cox does not expect to exercise its right to use the Reserved Time.

4. Cox's Programming Discretion.

(a) Nothing herein shall be construed as limiting the good faith exercise by Cox of its right and obligation as the licensee of the Brokered Channel to make ultimate programming decisions for the Brokered Channel. To the extent required by the Communications Laws, Cox shall be responsible for ensuring that programming on the Brokered Channel is responsive to the needs and interests of the Brokered Channel's community and serve the public interest. Cox may refuse to broadcast any Broker Programming that, in the good faith judgment of Cox, is unsatisfactory, unsuitable, or contrary to the public interest. A program may be considered unsatisfactory, unsuitable, or contrary to the public interest only if Cox believes that (a) the broadcast of the program would violate the Communications Act or other applicable governmental laws, rules, or regulations or the requirements set forth in Attachment I; or (b) the program would not meet prevailing standards of good taste in the Brokered Channel's community of license. Cox shall notify Programmer of any such refusal to broadcast Broker Programming at least one (1) day prior to the scheduled broadcast, unless Cox cannot provide such notice, in which event Cox shall provide as much advance notice as is reasonably practical under the circumstances. Cox may interrupt Broker Programming for programming that, in the good faith judgment of Cox, is of greater local or national importance.

(b) Programmer shall provide to Cox, prior to initially offering or modifying the format of the Broker Programming, such information about the proposed modified Broker Programming as Cox may reasonably request. Cox shall have the right to reject any proposed modification in the format of the Broker Programming or any agreement with a third party to provide certain programming only if there is significant overlap with other programming now offered or to be offered within six (6) months by Cox in the Houston, TX Nielsen Metro Market or as otherwise provided in Section 4(a) above.

5. Programmer's Rights in Broker Programming. All right, title, and interest in and to the Broker Programming, and the right to authorize the use of the Broker Programming in any manner and in any media whatsoever is and at all times shall remain vested solely in Programmer.

6. Compensation. Beginning on the Effective Date, Programmer shall make monthly payments to Cox as set forth in Attachment II hereto. All payments shall be pro-rated for partial months.

7. Expenses.

(a) Cox shall pay on a timely basis all direct and indirect capital, operating and maintenance costs and expenses of the Station, including: (i) rent, utility expenses, and other costs for the Station's studio, tower and transmitter site facilities; (ii) taxes and insurance costs related to the Station's assets and operations; (iii) costs and expenses related to the Station's telephone, delivery, and postal services used by Cox's employees; (iv) costs related to the operation and maintenance of the Station's main studio and the equipment necessary for the operation of the Station in compliance with the Communications Act; (v) salaries, payroll taxes, insurance, benefits, and other costs and expenses of personnel employed by Cox in connection with the operation of the Station; (vi) all costs and expenses related to the production and

broadcast of Cox Programming; and (vii) all performing rights, licensing fees for music and other material contained in Cox Programming.

(b) Programmer shall pay on a timely basis all direct and indirect costs of the production and delivery of Broker Programming, including: (i) taxes and insurance costs related to Programmer's assets and operations; (ii) costs and expenses related to the Brokered Channel's telephone, delivery, and postal services used by Programmer or its employees; (iii) costs related to the operation and maintenance of the equipment used by Programmer for the production and delivery of Broker Programming; (iv) salaries, payroll taxes, insurance, benefits, and other costs and expenses of personnel employed by Programmer in connection with production, delivery, and promotion of, and sale of advertising in, Broker Programming; (v) costs and expenses related to the production, delivery, and promotion of, and sale of advertising in, Broker Programming and (vii) all performing rights, licensing fees for music (including BMI, ASCAP and SESAC) and other material contained in Broker Programming, (viii) streaming fees, if any, and (ix) if applicable, Nielsen audio fees.

8. Accounts Receivable.

(a) All compensation payable with respect to advertising carried during Broker Programming shall be for Programmer's account and benefit, and Programmer shall be responsible for all billing and collection functions with respect to such accounts receivable and other compensation.

9. Use of Facilities.

(a) Programmer shall use the Equipment to deliver the Broker Programming. Programmer confirms that it does not require access to the Station's studio and transmission facilities.

(b) Except for the possible rejection or preemption of Broker Programming in accordance with Section 3, Cox shall not interfere with in any manner Programmer's delivery, production, or broadcast of Broker Programming or the other activities and functions of Programmer with respect to Broker Programming.

(c) Programmer may use the Station's channel frequency and designation ("92.9HD-3") in identifying where Broker Programming may be accessed and in promoting the Broker Programming. Broker shall not use any other trademarks, service marks, or other intellectual property of Cox in Broker's promotions and shall not use Brokered Channel's call letters in connection with Broker's Programming or promotions, except that Programmer shall use the Brokered Channel's call sign (that is, KKBQ) to the extent required by the Communications Laws including, without limitation, as may be necessary to comply with Programmer's obligations under this Agreement to include announcements within Broker Programming to meet the station identification requirements of the FCC's rules with respect to the Brokered Channel. Programmer may promote the station's HD frequency using the phrase "92.9 hd'x" (where 'x' is the HD channel used by Programmer). In no event shall Programmer or Programmer's employees represent, depict, describe, or portray Programmer as the licensee or operator of the Station or the Brokered Channel, provided that marketing and branding efforts for

Programmer's programs and format may be conducted so long as such marketing and branding efforts do not represent, depict, describe, or portray Programmer as the licensee or operator of the Station or the Brokered Channel.

(d) Programmer acknowledges that it has no authority to bind Cox or the Brokered Channel to any agreement, contract, obligation, or understanding of any nature whatsoever. Programmer shall have no right to mortgage, pledge or otherwise use or encumber the assets of Cox.

10. Representations, Warranties, and Covenants of Programmer. Programmer represents and warrants to, and covenants with, Cox that:

(a) This Agreement has been duly executed and delivered by Programmer, and is valid, binding and enforceable against Programmer in accordance with its terms. Programmer has all right, power, authority and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) No consent, license, approval, or authorization of or exemption by, or filing, restriction or declaration with, any Governmental Authority, other than the filing of this Agreement with the FCC, is required in connection with Programmer's execution, delivery, or performance of this Agreement.

(c) Broker Programming shall comply in all material respects with the Communications Act and the U.S. Copyright Act of 1976, as amended, and with Cox's programming standards set forth in Attachment I hereto. Programmer has and shall maintain all necessary authority to broadcast the Broker Programming on the Brokered Channel.

(d) Programmer shall obtain, at its own cost and expense, music licenses for music contained in Broker Programming. The performing rights to all music contained in Broker Programming shall be licensed by BMI, ASCAP, or SESAC or shall be in the public domain. Programmer shall pay license fees for music contained in Broker Programming on a timely basis.

(e) Programmer shall cooperate with Cox in making time available in Broker Programming for the broadcast of station identification announcements and shall make and insert such announcements within the Broker Programming so as to cause the Station to comply with the rules and regulations of the FCC with regard to station identification announcements on the Brokered Channel.

(f) Programmer shall forward to Cox all correspondence received by Programmer from a member of the general public addressing the Broker Programming or any other programming on the Brokered Channel, any document received by Programmer that is required to be included in the Brokered Channel's public files or and any other document that is reasonably requested by Cox for purposes of complying with FCC rules. Programmer shall, upon request by Cox, provide Cox with such information concerning Broker Programming, including commercial announcements, as is necessary to assist Cox in the preparation of the reports and records that Cox is required to file or maintain for the Brokered Channel pursuant to the Communications Act.

11. Representations, Warranties, and Covenants of Cox. Cox represents and warrants to, and covenants with, Programmer that:

(a) This Agreement has been duly executed and delivered by Cox, and is valid, binding and enforceable against Cox in accordance with its terms. Cox has all right, power, authority, and legal capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

(b) No consent, license, approval, or authorization of or exemption by, or filing, restriction or declaration with, any Governmental Authority, other than the filing of this Agreement with the FCC, is required in connection with Cox's execution, delivery, or performance of this Agreement governing sponsorship identification.

(c) Cox shall be responsible for the Station's compliance in all material respects with the Communications Laws and other applicable laws, rules, and regulations. Programmer shall cooperate with Cox to ensure compliance with any obligations of Cox under the Communications Laws arising from the carriage of the Broker Programming on the Station, including providing information upon request of Cox about significant community issues and responsive programming included in the Broker Programming. Cox shall file on a timely basis all reports and applications required to be filed with the FCC with respect to the business or operation of the Station.

(d) Cox shall oversee the operation and maintenance of the Station's facilities and equipment in accordance with the Station's licenses, permits, and authorizations issued by the FCC, the Communications Laws, and other applicable laws, rules, and regulations. All maintenance of the Station's facilities or equipment, other than emergency repairs, that prevent the operation of the Brokered Channel in the normal and usual manner, shall be scheduled with the giving of at least twenty-four (24) hours' notice to Programmer.

(e) Cox shall maintain appropriate public inspection files for the Station in accordance with the Communications Act.

(f) Cox acknowledges that it has no authority to bind Programmer to any agreement, contract, obligation or understanding of any nature whatsoever. Cox shall have no right to mortgage, pledge, or otherwise encumber the assets of Programmer.

12. Political Time. Programmer shall cooperate with Cox to assist Cox in complying with the FCC's political programming rules as such rules apply to the Broker Programming carried on the Station. Programmer shall cause the Broker Programming to comply with applicable Cox policies for any program material or advertising subject to the FCC's broadcast political programming regulations. Programmer acknowledges that it is Cox's policy not to sell or provide programming or advertising subject to FCC broadcast political programming regulation on the Station's HD3 channel except to the extent the Station may be required to do so under the Communications Laws. Programmer shall consult with Cox and obtain the approval of Cox in writing before offering, scheduling, or including in the Programming any material subject to the FCC's broadcast political programming regulations. Cox shall promptly supply to Programmer, and Programmer shall promptly supply to Cox, such information, including all inquiries

concerning the broadcast of political advertising, with respect to Broker Programming or any other programming broadcast on the Brokered Channel as may be necessary to comply with the FCC's political programming rules, including the lowest unit rate, equal opportunities, reasonable access, political file, and related requirements of federal law. Cox, in consultation with Programmer, shall develop a statement that discloses its political broadcasting policies to political candidates, and Programmer shall follow those policies and rates in the sale of political programming and advertising.

13. Indemnification.

(a) Programmer shall indemnify and hold harmless Cox from and against any and all claims, losses, costs, liabilities, damages, forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (collectively, "Damages") resulting from (i) Programmer's breach of any representation, warranty, covenant, agreement, or obligation contained in this Agreement, or (ii) any action taken by Programmer or its employees and agents with respect to the Brokered Channel, or any failure by Programmer or its employees and agents to take an action while having an obligation to act hereunder with respect to the Brokered Channel, including Damages relating to violations of the Communications Act and other applicable laws, rules and regulations, slander, defamation, or other claims relating to Broker Programming.

(b) Cox shall indemnify and hold harmless Programmer from and against any and all Damages resulting from (i) Cox's breach of any representation, warranty, covenant, or agreement contained in this Agreement, or (ii) any action taken by Cox or its employees and agents with respect to the Brokered Channel, or any failure by Cox or its employees and agents to take any action while having an obligation to act with respect to the Brokered Channel, including Damages relating to violations of the Communications Act and other applicable laws, rules, and regulations, slander, defamation, or other claims relating to Cox Programming; *provided* that Cox shall not have any liability, whether based on contract, tort (including negligence or strict liability), warranty, or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special, or incidental loss or damage suffered by the Programmer arising from or related to the performance or nonperformance of the Cox's obligations under this Agreement, including loss of data, profits, interest, or revenue or interruption of business, even if Cox shall have been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. In no event shall Cox's liability under this Agreement exceed the aggregate amount of the Transmission Fees payable for a calendar year under this Agreement.

(c) In the event that any party hereto shall sustain or incur any Damages in respect of which indemnification may be sought by such party pursuant to this Section 13, the Party seeking such indemnification (the "Claimant") shall assert a claim for indemnification by giving prompt written notice thereof (a "Claim Notice") which shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based, along with a copy of the claim or complaint, to the Party providing indemnification (the "Indemnitor"). For purposes of this paragraph, any Claim Notice that is sent within fifteen (15) days of the date upon which the Claimant actually learned of such Loss shall be deemed to have been "prompt notice"; *provided*, that failure of the Claimant to give the Indemnitor prompt notice as provided

herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(i) Upon the receipt of such Claim Notice, the Indemnitor shall have the right to undertake (at its own expense), by counsel or representatives of its own choosing, the good faith defense, compromise, or settlement to be undertaken on behalf of the Claimant and shall keep the Claimant reasonably informed with respect thereto; *provided* that the Indemnitor unconditionally agrees in writing that it shall provide indemnity to the Claimant for all Losses relating to the claim disclosed in the Claim Notice. Indemnity for such Losses shall not be deemed an admission of liability on the part of the Indemnitor as against any such third party. If the Indemnitor elects to undertake such defense by its own counsel or representatives, the Indemnitor shall give notice to the Claimant within thirty (30) days of its receipt of the Claim Notice. Notwithstanding the foregoing, the Indemnitor may not assume or control the defense if the named parties to the action giving rise to the Claim Notice (including any impleaded parties) include both the Indemnitor and the Claimant and representation of both parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Claimant shall have the right to defend the action and to employ counsel reasonably approved by the Indemnitor, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnitor shall reimburse the Claimant for all reasonable costs associated with such defense.

(ii) The Claimant shall cooperate with the Indemnitor in such defense and provide the Indemnitor with all information and assistance reasonably necessary to permit the Indemnitor to settle and/or defend any such claim. Except as otherwise provided in the last sentence of Section 13(c)(i), the Claimant may retain counsel (at the Claimant's expense) to monitor or participate in the defense of such claim, but the Indemnitor shall be entitled to control the defense unless the Claimant unconditionally agrees in writing to relieve the Indemnitor from liability with respect to the particular matter. The Indemnitor shall have the right in good faith to settle or compromise any such claim, *provided* that at least ten (10) business days prior notice of such settlement or compromise is given to the Claimant. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnitor, no Claimant shall be required by an Indemnitor to (i) enter into any settlement that does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Claimant of a release from all liability in respect of such claim or litigation, or (ii) enter into any settlement that attributes by its terms any non-indemnified liability to the Claimant.

(iii) If an Indemnitor fails, within thirty (30) days after the date of the Claim Notice, to give notice to the Claimant of such Indemnitor's election to assume the defense thereof, the Indemnitor shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses (including reasonable attorney's fees) incurred by the Claimant; *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense thereof.

(d) The indemnification obligations of Cox and Programmer under this Section 13 shall survive any termination or expiration of this Agreement.

14. Termination; Effect of Termination.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Cox or Programmer upon written notice to the other.

(i) This Agreement may be terminated by mutual consent of Cox and Programmer.

(ii) Either party may terminate this Agreement, so long as the terminating party is not then in material breach of its obligations hereunder, under any of the following circumstances:

(1) if the other party is in material breach of its obligations under this Agreement and the breaching party has failed to cure such breach within thirty (30) calendar days after receiving notice of breach from the terminating party;

(2) the FCC cancels or materially alters the terms of the license for the Station so as to prevent the effectuation of the purposes of this Agreement.

(3) within the initial three months of the lease from the first broadcast date and with thirty days advanced notice.

(iii) This Agreement shall terminate automatically upon the occurrence of any of the following:

(1) Subject to Section 19 and Section 26, this Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(2) Subject to Section 19 and Section 26, there has been a material change in FCC rules, policies or precedent that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review and this Agreement cannot be reformed in a manner reasonably acceptable to Programmer and Cox, to remove and/or eliminate the violation.

(b) In the event of termination hereunder, Cox shall have no further obligation to make available to Programmer any broadcast time on the Brokered Channel, and Programmer shall have no further obligation to make any payments to Cox hereunder, other than such amounts, if any, that may be due and owing as of the termination date of this Agreement.

(c) During any period prior to the effective date of any termination of this Agreement, Programmer and Cox agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that the Station's operations will continue, to the extent reasonably possible, in accordance with the terms of this Agreement, and that the termination of this Agreement is effected in a manner that will minimize, to the extent reasonably possible, any material disruption of the Station's ongoing operations.

(d) The terms of this Section 14 shall survive any termination of this Agreement, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement or limit or impair any party's rights to receive payments due and owing or accruing under this Agreement on or before the date of such termination.

15. Insurance. Programmer and Cox shall each maintain broadcasters' liability insurance in the amount of at least \$1 million per claim covering liability arising out of their respective programming content. Prior to commencement of this agreement, Programmer shall request its insurance agent to provide Cox with a certificate evidencing such broadcasters liability insurance, and shall further provide certificates evidencing renewal thereof prior to the expiration of such policies. Each party shall maintain workers' compensation insurance and such other insurance policies as it shall reasonably determine as being appropriate to cover its own employees, as well as property insurance to cover its own equipment used to broadcast the Brokered Channel.

16. Control. Notwithstanding anything to the contrary in this Agreement, Cox shall control the management and operation of the Station, including, specifically, control over the Station's finances, personnel and programming.

17. Payola/Plugola. Neither Programmer nor its agents, employees, consultants, or personnel shall accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration in accordance with the Communications Act. Upon the request of Cox, Broker shall cause each employee or contractor of the Broker responsible for the content of any portion of the Broker Programming promptly to execute and deliver to Cox such documents as may be required by Station management to confirm their understanding of and compliance with the FCC's sponsorship identification requirements including, without limitation, the form of certification included in Attachment III.

18. Records and Correspondence. Programmer shall keep written records relating to the sale of any commercial advertising on the Brokered Channel or within the Broker Programming. Programmer shall provide Cox and its authorized officers, agents, and representatives, upon prior written request, with reasonable access to the appropriate books and records of Programmer to the extent necessary to respond to complaints, inquiries, and other correspondence and to ensure compliance with the terms and provisions of this Agreement, and the Communications Laws, *provided* that such examination and investigation shall be at the requesting party's cost and expense and shall be during the Programmer's normal business hours. If this Agreement is terminated, then Programmer shall make available for examination by Cox Programmer's written records with respect to the operation of the Brokered Channel during the period that this Agreement was in effect.

19. Time Brokerage Challenge. If this Agreement is challenged at the FCC, counsel for the Cox and counsel for the Programmer shall jointly defend the Agreement and the parties'

performance hereunder throughout all FCC proceedings, with each party being liable for its own fees and expenses (including reasonable legal fees and other expenses incidental thereto) incurred in connection with such defense. If portions of this Agreement do not receive the approval of the FCC staff, then the parties shall use commercially reasonable efforts and negotiate in good faith to reform or modify this Agreement as necessary to satisfy the FCC staff's concerns while preserving, to the maximum extent possible, the intent of the parties and the economic and other benefits of the Agreement, or at Programmer's option and expense, seek reversal of the FCC staff's decision and approval from the full FCC or a court of law. If the FCC initiates any revocation or other proceeding with respect to the authorizations issued to Cox for the operation of the Brokered Channel as a result of a challenge of this Agreement at the FCC, then Cox shall, at its own cost and expense, use its commercially reasonable efforts to contest such action. Programmer shall cooperate and comply, at its own cost and expense, with any reasonable request of Cox to assemble and provide to the FCC information relating to Programmer's performance under this Agreement.

20. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or sent by facsimile or email (with, if available under email options, a "delivery receipt" and a "read receipt" being requested), (ii) deemed to have been given on the date of actual receipt, which may be presumptively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, or on the date of the sender's receipt of a "read receipt" from recipient or sender's confirmation by phone of recipient's receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 20:

If to Programmer

Sara Franco
SDK Franco LLC
1420 Hawthorne St. #15
Houston, TX 77006
Phone: 713-545-2651

If to Cox

Cox NY/TX Radio, LLC
Attn: Mr. Keith Lawless, Vice President / Market Manager
1990 Post Oak Blvd, Suite 2300
Houston, TX 77056
Phone:
Email: keith.lawless @cmg.com

With a copy to:

Cox Media Group
Legal Department
223 Perimeter Center Pkwy
Atlanta, GA 30346

21. No Agency. No agency relationship between the parties shall be implied by the terms of this Agreement, nor shall this Agreement be construed to create a joint venture or partnership among the parties. Neither party shall hold itself out as an agent, partner, or joint venturer with the other party. All contracts for the sale of airtime, purchase orders, agreements, sales materials, and similar documents produced or executed by Programmer shall be executed in the name of Programmer, and not on behalf of the Brokered Channel or Cox, and shall represent that Programmer is not the licensee of the Brokered Channel.

22. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

23. Broker. Each party agrees to indemnify and hold the other harmless against any claims from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by the indemnifying party.

24. Assignment. Broker shall not assign its rights or delegate its duties under this Agreement without Cox's prior written consent.. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. Cox shall have the right to assign or transfer this Agreement, upon written notice to Programmer, to an entity in which Cox holds a majority interest or to an entity that acquires the FCC main broadcast license of the Station by assignment or transfer of control. Any assignment or delegation by either party in contravention of this Section 24 shall be null and void.

25. Force Majeure. Any failure or impairment of the Brokered Channel's facilities or any delay or interruption in broadcasting Broker Programming due to acts of God, strikes, lockouts, material or labor restrictions by any Governmental Authority, civil riot, floods or any other cause not reasonably within the control of Cox (a "Force Majeure Event"), or for power reductions necessitated for maintenance of the Brokered Channel, shall not constitute a breach of this Agreement. Any outage in excess of a day shall result in a pro-rated credit to the fees outlined in Attachment II.

26. Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or any other such instrument and this

Agreement shall be construed in a manner that, as nearly as possible, reflects the original intent of the parties.

27. Choice of Law. This Agreement shall be construed, interpreted, and the rights of the parties hereto determined, in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law of such state.


28. Public Announcements. The parties hereto shall file with the FCC copies of this Agreement and any and all other documentation required by the Communications Act. As to any other announcements or press releases, no party hereto shall, and each party hereto shall direct and use reasonable efforts to cause its representatives and agents to not, directly or indirectly, issue any press release or make any public announcement, comment or statement with respect to, or otherwise divulge or disclose the existence of, this Agreement, or the transactions contemplated hereby or the terms, conditions or other aspects of such transactions without prior approval of each other party hereto (which shall not be unreasonably withheld or delayed), except as and to the extent that such party shall be obligated by law, rule, or regulation, in which case the other party hereto shall be so advised and the parties hereto shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; *provided, however*, that the parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

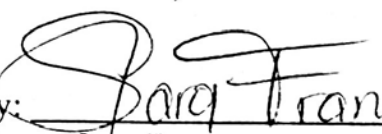
[END OF PAGE. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Multicast Time Brokerage Agreement as of the date first above written.

COX NY/TX Radio, LLC

By: 
Name: Keith Lawless
Title: Vice President / Market Manager

SDK Franco, LLC

By: 
Name: Sara Franco
Title: Chief Executive Officer

ATTACHMENT I

PROGRAMMING STANDARDS

Cox and Programmer shall cooperate in the broadcasting of programs of the highest possible standard of excellence. Without limiting the generality of the foregoing, they shall observe the following policies in the preparation, writing and production of their own (non-syndicated or network) programs.

1. Controversial Issues. During the course of political campaigns, none of the Brokered Channel's programs (other than public forum or talk features) are to be used as a forum for editorializing about individual candidates without the express permission of Cox. If such events occur, Cox may require that responsive programming be aired. In the event that a statute, regulation or policy is adopted that requires the airing of responsive programming, Programmer shall comply with such statute, regulation, or policy, and shall provide such responsive programming. To the extent that any applicable statute, regulation, or policy requires the provision of reasonable access to the HD3 channel by candidates for public office, whether or not such requirement results from programming provided by Programmer, Programmer shall notify Cox promptly in writing and cooperate with Cox in providing such access to the extent required by the Communications Laws.

2. Donation Solicitation. Requests for donations shall not be made if there is any suggestion that such donation will result in miracles, physical cures, life-long prosperity or the like. However, statements generally requesting donations to support a broadcast or church are permitted.

3. Lotteries. The Brokered Channel may advertise and provide information about lotteries conducted by the State of Texas and non-profit groups, and, in certain situations, by commercial organizations if and only if there is no state or local restriction or ban on such advertising or information and the lottery is legal under state or local law. Any and all lottery advertising must first be approved by Brokered Channel management.

4. Required Announcements. Programmer shall broadcast (i) an announcement in form reasonably satisfactory to Cox and in compliance with the FCC's rules at the beginning of each hour to identify each Brokered Channel, (ii) any other announcement that may be required by law, regulation or Brokered Channel policy.

5. Hoaxes; False Claims. Programmer shall not knowingly broadcast false information concerning a crime or catastrophe. Programmer shall not broadcast any false or unwarranted claims for any product or service.

6. Obscenity and Indecency. Programmer shall not broadcast any programs or announcements that are obscene or indecent either in theme or treatment.

7. Contests. Any contests conducted on the Brokered Channel shall be conducted substantially as announced or advertised. Advertisements or announcements concerning such

contests shall fully and accurately disclose the contest's material terms. No contest description shall be false, misleading, or deceptive with respect to any material term.

8. Advertising. The Brokered Channel shall comply with all federal, state, and local laws concerning advertising, including all laws concerning misleading advertising, the advertising of alcoholic beverages, and advertising directed to children. With respect to any sales of commercial advertising on the Brokered Channel, Programmer will not accept advertising contracts that impermissibly discriminate on the basis of race, ethnicity, or any other protected classification, and will make this non-discrimination provision a condition of each contract, written or oral, for advertising to be included in the programming on the Brokered Channel.

In any cases where questions of policy or interpretation arise, Programmer shall attempt in good faith to submit the same to Cox for decision before making any commitments in connection therewith, and Cox shall use all reasonable efforts with the cooperation of Programmer to reach a timely decision taking into due consideration the requirements of the Communications Act, the FCC's rules and regulations and other applicable law.

ATTACHMENT II

MONTHLY PAYMENTS

1. **Reimbursement of Expenses:**

For each month during the Initial Term and any Renewal Term, Programmer shall pay Cox an amount equal to the amounts necessary to reimburse Cox for any license fees charged by ASCAP, BMI, and SESAC and related exclusively to the Brokered Channel.

Such reimbursement shall be payable monthly in arrears and due on the fifth business day of the calendar month following the calendar month for which such expenses were incurred.

2. **Transmission Fee:**

As consideration for the carriage of the Programming on the Brokered Channel, Programmer shall pay Cox for each calendar month during the Term of this Agreement as follows:

For the calendar month during the Initial Term, the amount of Seven Thousand Dollars **(\$7,000.00)** per month; and

For each calendar month during the Renewal Term (if there is a renewal term), the amount of Seven Thousand, Five Hundred Dollars **(\$7,500.00)** per month.

Such monthly amounts shall be due and payable concurrently with the execution of this Agreement and subsequent monthly payments to be due and payable in advance on or before the twenty-fifth (25th) day of the calendar month preceding the calendar month for which the payment is made.

3. **Restrictions:**

Programmer shall not program the HD3 Channel in a manner that competes directly with the format of any Cox Houston-area terrestrial radio format in existence on the date Programmer initiates or changes the format of the HD3 signal. At the present time, the prohibited formats include [Classic Hits, Classic Rock, Oldies, Adult Contemporary, Country, 80's, Rock, Alternative], or formats targeting specific cities or towns in the Houston, Texas area.

4. **Security Deposit:**

Programmer shall place with the Station a security deposit in the amount of Fourteen Thousand Dollars **(\$14,000.00)** at the inception of the HD3 Agreement. The security deposit is not to constitute liquidated damages under this Agreement. At the Programmer's election, provided that all other terms and conditions of this Agreement have been met, up to half of this amount may be applied to pay the Transmission Fee for calendar month during which this Agreement terminates according to its terms, with the balance then being refunded to the Programmer within thirty (30) days after the date of termination.

ATTACHMENT III

PAYOLA STATEMENT

The following is the form of Anti-Payola/Plugola Affidavit:

State of _____)
) ss:
City/County of _____)

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

_____, being first duly sworn, deposes and says as follows:

1. He is _____ of _____.
[Position]
2. He has acted in the above capacity since _____.
3. No matter has been broadcast by KKBQ(FM) for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as he is aware, no matter has been broadcast by KKBQ(FM) for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by KKBQ(FM) or by any independent contractor engaged by KKBQ(FM) in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. In the future, he will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on KKBQ(FM).
6. Nothing contained herein is intended to, or shall prohibit receipt or acceptance of anything with the express knowledge and approval of my employer, but henceforth any such approval must be given in writing by someone expressly authorized to give such approval.
7. Except as set forth below, he, his spouse, and his immediate family to not have any present direct or indirect ownership interest in (other than an investment in a corporation whose stock is publicly held), serve as an officer or director of, whether with or without compensation, or serve as an employee of, any person, firm or corporation engaged in:
 - A. The publishing of music;

- B. The production, distribution (including wholesale and retail sales outlets), manufacture, or exploitation of music, films, tapes, recordings, or electrical transcriptions of any program material intended for radio broadcast use;
- C. The exploitation, promotion, or management of persons rendering artistic, production, and/or other services in the entertainment field;
- D. The ownership or operation of one or more than one radio or television station;
- E. The wholesale or retail sale of records intended for public purchase;
- F. Advertising on KKBQ(FM), or any other station owned by its Licensee (excluding nominal stockholdings in publicly owned companies).

8. The facts and circumstances relating to any and all such interests are as follows:

Affiant

Subscribed and sworn to before me this
____ day of _____, 20__.

Notary Public

My Commission expires: _____.

Exhibit N
Confirmation and Notice of Primary Station
Being Rebroadcast on K287BQ – December
2022



(REFERENCE COPY - Not for submission)

FM Translator Primary Station Notification Application

File Number: **0000204886** | Submit Date: **12/07/2022** | Lead Call Sign: **K287BQ** | Facility ID: **148244**

FRN: **0029490984**

Service: **FM Translator** | Purpose: **Change of Primary Station Notification** | Status: **Submitted** | Status Date:
12/07/2022 | Filing Status: **Active**

General Information

Section	Question	Response
---------	----------	----------

Applicant Information

Applicant Name, Type, and Contact Information

Applicant	Address	Phone	Email	Applicant Type
SDK FRANCO LLC Doing Business As: SDK FRANCO LLC	3620 McGowen Street HOUSTON, TX 77004 United States	+1 (713) 545- 2651	SARAGUEVARA44@YAHOO. COM	LLC

Contact Representatives (1)

Contact Name	Address	Phone	Email	Contact Type
Mark Denbo <i>Counsel</i> Smithwick & Belendiuk, P. C.	Mark Denbo 5028 Wisconsin Avenue, N. W. Suite 301 Washington, DC 20016 United States	+1 (202) 350- 9656	mdenbo@fccworld. com	Legal Representative

Change of Primary Station

Section	Question	Response
Primary Station	Facility ID	23083

Certification

Section	Question	Response
General Certification Statements	The Applicant waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by authorization or otherwise, and requests an Authorization in accordance with this application (See Section 304 of the Communications Act of 1934, as amended.).	

	<p>The Applicant certifies that neither the Applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to §5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. This certification does not apply to applications filed in services exempted under §1.2002(c) of the rules, 47 CFR . See §1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification § 1.2002(c). The Applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.</p>	
Authorized Party to Sign	<p>FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID</p> <p>Upon grant of this application, the Authorization Holder may be subject to certain construction or coverage requirements. Failure to meet the construction or coverage requirements will result in automatic cancellation of the Authorization. Consult appropriate FCC regulations to determine the construction or coverage requirements that apply to the type of Authorization requested in this application.</p> <p>WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, §1001) AND/OR REVOCATION OF ANY STATION AUTHORIZATION (U.S. Code, Title 47, §312(a)(1)), AND /OR FORFEITURE (U.S. Code, Title 47, §503).</p>	
	<p>I declare, under penalty of perjury, that I am an authorized representative of the above-named applicant for the Authorization(s) specified above.</p>	<p>Karen Guevara <i>Member</i></p> <p>12/07/2022</p>

Attachments

File Name	Uploaded By	Attachment Type	Description	Upload Status
Exhibit re Change in Primary Station Being Rebroadcast on K287BQ (KKBQ-HD3).pdf	Applicant	Primary Station Notification	Exhibit re: Change in Primary Station Being Rebroadcast	Done with Virus Scan and/or Conversion

SDK Franco LLC

Notification of Change in Primary Station Being Rebroadcast

EXHIBIT

1. The primary station change is for a licensed translator facility (K287BQ, Houston, Texas – File No. 0000112935).
2. The primary station change applies to all pending/recently granted translator applications.
3. Attached is the required 60 dB μ contour exhibit showing the protected contour of primary station KKBQ(FM), Pasadena, Texas (Facility No. 23083) and FM translator K287BQ.
4. K287BQ is a “fill in” translator to KKBQ(FM) and is delivered to KKBQ(FM) over the air.
5. The HD3 signal of KKBQ(FM) is being rebroadcast on K287BQ.
6. (Relating to AM primary stations): N/A.

Houston, TX - K287BQ
Service Contour Study:
Proposed vs Primary Operations

Primary 60 dBμ F(50:50) Contour

Translator 60 dBμ F(50:50) Contour

KKBQ(FM)-HD3.L
Pasadena, TX
BMLH20060301ACF
BDNH-20161209ABM
Facility ID: 23083
Latitude: 29-34-34.80 N
Longitude: 095-30-36.80 W
ERP: 100.00 kW
Channel: 225C (92.9 MHz)
AMSL Height: 605.0 m
Pattern: Omni

60 dBμ F(50:50) Contour
Total Population: 7,101,354
Total Area: 26,153.0 sq. km

K287BQ.L
Houston, TX
0000112935
Facility ID: 148244
Latitude: 29-45-30.80 N
Longitude: 095-22-03.80 W
ERP: 0.099 kW
Channel: 287D (105.3 MHz)
AMSL Height: 314.0 m
Pattern: Directional

60 dBμ F(50:50) Contour
Total Population: 801,888
Total Area: 437.0 sq. km

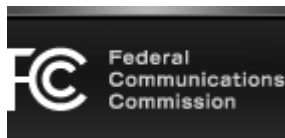
Terrain
-5 196 m

Scale 1:1,100,000
0 15 30 45 km

NED 03 SEC Terrain Database
US Census 2010 PL Database
NAD 1983 Coordinate Datum

V-Soft Communications LLC ©

Asher Broadcast Consulting LLC
justinasher@consultant.com
1 (202) 875-2986



Licensing and Management System

FRN: 0029490984 | [Search \(/dataentry/public/tv/...](#) [Log Out \(/dataentry/j_spring_security_logout\)](#)

FM Translator Primary Station Notification Application

Application Submitted

Approved by OMB (Office of Management and Budget) 3060-0386 July 2002

[FAQ \(/dataentry/api/download/faq\)](#)

[Download Reference Copy \(/dataentry/api/download/draftcopy/FX/25076ff38482c44501848c440fc203d0\)](#)

Your application has been submitted for processing.

- Please pay any **fees** associated with this application.
- Use the assigned **File Number** when referencing this application in the future.
- The progress of this application can be tracked on the **Applications** page.

Application Summary

File Number:

0000204886

Application Purpose:

Change of Primary Station Notification

Status:

Submitted

Date Submitted:

12/07/2022

Applicant Information

Name:

SDK FRANCO LLC

Title:

Address:

3620 McGowen Street

HOUSTON, TX 77004

United States

Phone:

+1 (713) 545-2651

Email:

SARAGUEVARA44@YAHOO.COM

[View Submitted Applications](#)

Technical problems or trouble accessing the system? Submit a help request for assistance (<https://esupport.fcc.gov/request.htm>) or contact (877) 480-3201 or TTY: (717) 338-2824

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-888-225-5322

TTY: 1-888-835-5322

Fax: 1-866-418-0232

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FOIA (<https://www.fcc.gov/general/foia-0>)

No Fear Act Data (<https://www.fcc.gov/general/no-fear-act-data>)

FCC Digital Strategy (<https://www.fcc.gov/digitalstrategy>)

Open Government Directive (<https://www.fcc.gov/general/open-government-fcc>)

Plain Writing Act (<https://www.fcc.gov/general/plain-writing-fcc>)

RSS Feeds & Email Updates (<https://www.fcc.gov/general/rss-feeds-and-email-updates-fcc>)

Accessibility (<https://www.fcc.gov/accessibility/program>)

About the FCC (<https://www.fcc.gov/about/overview>)

Proceedings & Actions (<https://www.fcc.gov/proceedings-actions>)

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Wireless (<https://www.fcc.gov/wireless-telecommunications>)

Wireline (<https://www.fcc.gov/wireline-competition>)

Offices (<https://www.fcc.gov/offices-bureaus>)

Exhibit O
E-Mail from Bill Cordell and Reports re:
Access to Wells Fargo Building Rooftop

Mark Denbo

From: Omar Romero <omar@2showmusic.com> on behalf of Omar Romero
Sent: Thursday, December 15, 2022 5:47 PM
To: Mark Denbo; Josue Ingeniero Radio Aleluya; Karen Guevara
Subject: Fwd: FW: Access for Garcia and/or Moody
Attachments: 1062020_1162020_Latino Broadcasting_Raptor Report Export.pdf; 112019_12152022_Franco_Raptor Report Export.pdf; 112019_12152022_Latino Broadcasting_Raptor Report Export.pdf

----- Forwarded message -----

From: **Bill Cordell** <billcordell@comcast.net>
Date: Thu, Dec 15, 2022, 4:45 PM
Subject: FW: Access for Garcia and/or Moody
To: Omar Romero <omar@2showmusic.com>

Omar:

Ed Reed, the Security Manager for Wells Fargo Plaza sent me this report.

The only people that Wells Fargo Security has on file for access to the penthouse for all of the FM stations is you and Josue. None others.

Bill

From: Reed, Ed @ Houston <Ed.Reed@cbre.com>
Sent: Thursday, December 15, 2022 3:34 PM
To: billcordell@comcast.net
Subject: RE: Access for Garcia and/or Moody

Bill,

Attached are reports for my Raptor Technologies Visitor Management Software where these companies would have checked-in.

I attempted to search our database for the date range 10/6/2020-11/6/2020 for Latino Broadcasting or Franco. I expanded that report range for both, and have attached those reports as well.

Ed Reed

Security Manager

CBRE | Property Management











1000 Louisiana Street, Club Level | Houston, TX 77002

T +1 713 980 4768 | C +1 832 649 1233

ed.reed@cbre.com | [LinkedIn](#)

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<u>Image</u>	<u>First Name</u>	<u>Last Name</u>	<u>ID Number</u>	<u>Building Name</u>	<u>Destination/Reason</u>	<u>Sign-In Date/Time</u>	<u>Sign-Out Date/Time</u>	<u>Total Time</u>	<u>Notes</u>
	Josue	Salmeron	****7580	Wells Fargo Plaza	SDK Franco Broadcasting, rook-1 & s7 key, 71st floor	06/27/20 11:53 AM	06/27/20 11:54 AM	00:01	
	Josue	Salmeron	****7580	Wells Fargo Plaza	SDK Franco Broadcasting, rook-1 & s7 key, 71st floor	06/27/20 11:54 AM	06/27/20 11:55 AM	00:01	
	Josue	Salmeron	****7580	Wells Fargo Plaza	SDK Franco broadcasting,, roof-1 & s7 key, 71st floor	06/27/20 11:55 AM	06/27/20 4:09 PM	04:15	
	Josue	Salmeron	****7580	Wells Fargo Plaza	sdk FRANCO aNT-1	07/31/20 9:57 AM	07/31/20 10:15 AM	00:19	sdk FRANCO aNT-1
	Josue	Salmeron	****7580	Wells Fargo Plaza	SDK Franco, roof-1 71st floor	12/04/20 7:40 PM	12/04/20 7:41 PM	00:01	
	Josue	Salmeron	****7580	Wells Fargo Plaza	SDK Franco, roof-1 71st floor	12/04/20 7:41 PM	12/04/20 7:41 PM	00:01	
	Josue	Salmeron	****7580	Wells Fargo Plaza	SDK Franco, roof-1, 71st floor	12/04/20 7:41 PM	12/04/20 10:51 PM	03:10	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting & SDK Franco, Roof-1	12/16/20 7:34 PM	12/16/20 9:40 PM	02:07	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broad casting & SDK Franco, roof-1 & s7 keys	12/18/20 4:28 PM	12/18/20 5:25 PM	00:57	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Roof-1, 27908, FP_Franco	01/24/21 11:10 AM	01/24/21 3:29 PM	04:19	Roof-1 27908, FP-Franco











<u>Image</u>	<u>First Name</u>	<u>Last Name</u>	<u>ID Number</u>	<u>Building Name</u>	<u>Destination/Reason</u>	<u>Sign-In Date/Time</u>	<u>Sign-Out Date/Time</u>	<u>Total Time</u>	<u>Notes</u>
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting Ant-1	03/18/20 6:03 PM	03/18/20 8:45 PM	02:42	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	03/26/20 4:50 PM	03/26/20 10:49 PM	05:60	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting, Ant-1 , 71st floor	03/27/20 7:24 PM	03/28/20 4:00 AM	08:36	
	Douglas	Romero	****1197	Wells Fargo Plaza	Latino Broadcasting, Roof-1	03/31/20 3:03 PM	03/31/20 10:55 PM	07:53	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting, Roof-1 & s7 key	04/04/20 8:42 AM	04/05/20 4:00 AM	19:18	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	04/08/20 6:13 PM	04/08/20 10:46 PM	04:34	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-2	04/09/20 5:43 PM	04/09/20 10:16 PM	04:34	
	Douglas	Romero	****1197	Wells Fargo Plaza	Latino Broadcasting Roof-2	04/30/20 1:36 PM	04/30/20 2:09 PM	00:34	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting, Roof-1	05/01/20 8:39 PM	05/01/20 10:05 PM	01:26	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting Roof 1- Radio room	05/04/20 7:13 PM	05/04/20 8:07 PM	00:55	Latino Broadcasting Roof 1- Radio room

Image	First Name	Last Name	ID Number	Building Name	Destination/Reason	Sign-In Date/Time	Sign-Out Date/Time	Total Time	Notes
	Josue	Salmeron	****7580	Wells Fargo Plaza	ROOF-1 LATINO BROADCASTING	09/27/20 11:31 AM	09/27/20 1:39 PM	02:09	ROOF-1 LATINO BROADCASTING
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting, roof-1 fl. 71st & also has s7 key.	10/13/20 7:12 PM	10/13/20 10:57 PM	03:46	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	11/05/20 6:51 PM	11/05/20 8:18 PM	01:27	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	11/23/20 6:09 PM	11/23/20 7:04 PM	00:56	
	Douglas	Romero	****1197	Wells Fargo Plaza	Latino Broadcasting (NO BADGE)	11/23/20 6:10 PM	11/23/20 7:04 PM	00:55	
	Josue	Salmeron	****7580	Wells Fargo Plaza	latino Broadcasting, s7 key and roof -1	11/24/20 5:53 PM	11/24/20 9:42 PM	03:50	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting & SDK Franco, Roof-1	12/16/20 7:34 PM	12/16/20 9:40 PM	02:07	
	Jonathan	Guevara	****4458	Wells Fargo Plaza	Latino Broadcasting V-71	01/11/21 11:55 AM	01/11/21 12:23 PM	00:29	
	Jonathan	Guevara	****4458	Wells Fargo Plaza	Latino Broadcasting Ant-1	01/11/21 12:23 PM	01/11/21 12:39 PM	00:16	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ANT-1	01/12/21 4:59 PM	01/12/21 5:01 PM	00:03	
	Douglas	Romero	****1197	Wells Fargo Plaza	Latino Broadcasting ANT-2	01/12/21 5:00 PM	01/12/21 8:35 PM	03:36	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ANT-1 & KEY #7	01/12/21 5:01 PM	01/12/21 8:35 PM	03:35	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ANT-1	01/13/21 5:01 PM	01/13/21 5:29 PM	00:29	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	01/27/21 4:51 PM	01/27/21 5:16 PM	00:25	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	02/03/21 4:48 PM	02/03/21 5:17 PM	00:29	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	02/10/21 4:07 PM	02/10/21 5:22 PM	01:16	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Roof-1 Latino Broadcasting	02/14/21 9:11 AM	02/15/21 4:00 AM	18:49	ROOF-1 LATINO BROADCASTING
	Jonathan	Guevara	****4458	Wells Fargo Plaza	Latino Broadcasting V-71	02/24/21 11:43 AM	02/24/21 2:53 PM	03:11	
	Jonathan	Guevara	****4458	Wells Fargo Plaza	Latino Broadcasting & Key #7	02/26/21 1:43 PM	02/26/21 4:10 PM	02:28	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting/SDK ANT1- Radio room	03/01/21 3:28 PM	03/01/21 4:33 PM	01:06	Latino Broadcasting/SDK ANT1- Radio room
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting, roof-2 71st fl.	03/03/21 3:24 PM	03/03/21 7:39 PM	04:16	
	Jonathan	Guevara	****4458	Wells Fargo Plaza	Latino Broadcasting V-71	03/05/21 6:18 PM	03/05/21 6:28 PM	00:11	
	Jonathan	Guevara	****4458	Wells Fargo Plaza	Latino Broadcasting ROOF-1	03/05/21 6:28 PM	03/05/21 7:28 PM	00:60	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	03/18/21 6:09 PM	03/18/21 9:16 PM	03:07	
	Douglas	Romero	****1197	Wells Fargo Plaza	Latino Broadcasting, roof-2 fl. 71st	03/23/21 9:52 PM	03/23/21 10:50 PM	00:59	



<u>Image</u>	<u>First Name</u>	<u>Last Name</u>	<u>ID Number</u>	<u>Building Name</u>	<u>Destination/Reason</u>	<u>Sign-In Date/Time</u>	<u>Sign-Out Date/Time</u>	<u>Total Time</u>	<u>Notes</u>
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting, roof-1 fl. 71st & also has s7 key.	10/13/20 7:12 PM	10/13/20 10:57 PM	03:46	
	Josue	Salmeron	****7580	Wells Fargo Plaza	Latino Broadcasting ROOF-1	11/05/20 6:51 PM	11/05/20 8:18 PM	01:27	

Exhibit P
**Declaration of Josue Salmeron re: “Jose
Zamora”**

On the evening of December 28, 2020, I went to 13319 Indianapolis St, Houston TX 77015 to visit Mr. Jose Zamora to see how I could clear up the issue with K223CW. The residence was answered by a lady and her son. I asked if Jose Zamora lived in the residence and she said she knew no one by that name. At this point, the owner of the home comes out and presents himself as Kevin. I show him the informal complaint and he tells me he doesn't recognize the signature or the name then proceeds and turns around and asks the lady and her son the same question which they both say they don't recognize the signature. Kevin then asks why I come to his address if the guy doesn't live there and I proceed to show him that his address is on the paperwork. I asked him to confirm if I was at the same address and he said yes but no Jose Zamora lives at this residence. At this point I thanked him for his time and left.

As far as the supplement from the informal objection, Jose Zamora states that the address is his mailing address which puts into question whether or not he really is a Houston resident as he claimed. Mr Kevin (which now I believe is his grandfather) along with a lady and another gentleman all stated that Jose Zamora was not at the residence which contradicts with what Jose Zamora states that "They [referring to me] did know I was there". The question was asked if Jose Zamora was at the home more than once and Kevin along with the lady and her son all said no. Mr Kevin did say to call the police which at that point I had no issue if they did but the lady told her son and Kevin not to. I also have a recording of this visit and will provide it if requested because that truth is there.

One last thing to note, the signatures do not match from the informal objection and the supplement.

Informal objection

Supplement

ity of perjury.

Respectfully submitted,

Jose Zamora



Jose Zamora



This statement is a first hand account from me, Josue Salmeron.

This letter was written 08/25/2021.

Exhibit Q
Photographs of KHGF-LP Antenna





SITE I.D.#: TX41825

FCC#: 1258880

LEASING (800) 487-SITE (7483)

EMERGENCY (888) 950-SITE (7483)

WWW.SBASITE.COM

Lat. 29° 53' 01.00" Lon: -95° 13' 25.50"

**NO
TRESPASSING!**

**AUTHORIZED
ENTRY ONLY**

**WARNING
ANTENNAS
MAY BE**

**DO NOT CLIMB
TOWER WITHOUT
OWNERS WRITTEN**

NOTICE

GUIDELINES FOR WORKING IN
RADIO FREQUENCY ENVIRONMENTS

- ⚠ All personnel should have electromagnetic energy (EME) awareness training.
- ⚠ All personnel entering this site must be authorized.
- ⚠ Obey all posted signs.
- ⚠ Assume all antennas are active.
- ⚠ Before working on antennas, notify others and disable appropriate transmitters.
- ⚠ Maintain safe distance from all antennas.
- ⚠ Do not stand in front of antennas.
- ⚠ Use personal RF monitors while working near antennas.
- ⚠ Never operate transmitters without shields during normal operation.
- ⚠ Do not operate base station antennas in equipment rooms.

Exhibit R
Declaration of Omar Romero re: Response to
Letter of Inquiry

DECLARATION OF DOUGLAS OMAR ROMERO

I, Douglas Omar Romero, hereby declare under penalty of perjury as follows:

1. I am a consultant to SDK Franco LLC and I have extensive knowledge regarding the manner in which FM translator stations K223CW and K287BQ, Houston, Texas have been operated since the time that those stations were acquired by SDK Franco.

2. I have viewed video, which I can make available to the Commission upon request, of Hector Guevara and Martin Guevara removing equipment belonging to SDK Franco (associated with K223CW), in the Spring of 2020.

3. I have worked with Julian Herrera, with Siga Broadcasting, the licensee of KLVL, many times in the past. Based on my knowledge of the manner in which Mr. Herrera and Siga operate, the recording included with the Complaint filed by Pastor Gutierrez and Paul Bame relating to K223CW contains language that Siga usually broadcasts when it is in the process of deciding whether to contract with an FM translator. Typically, that includes having the host of a program ask listeners to call in and find out if they are listening to the program on FM and, if so, to provide the locations from where they are listening. That way, Siga can determine whether the FM translator reaches Siga's intended audiences.

4. After SDK Franco acquired K223CW on April 17, 2020, I became aware that listeners were having a hard time picking up the signal. Josh Salmeron told me that he found that Centro's station K223DH was intentionally jamming K223CW by broadcasting from the rooftop on a building on San Felipe Street in Houston. On August 13, 2020, I contacted Mr. Jim Sharp, of Subcarrier Communications, Inc., the company that manages the rooftop of the San Felipe Street building. I told Mr. Sharp that station K223DH, licensed to Centro, was operating from that location without prior authorization from the Commission. Soon thereafter, the intentional jamming ceased, so I assume that Mr. Sharp told Centro to disconnect the K223DH equipment located on the San Felipe Street building rooftop.

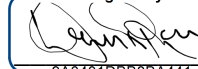
5. Regarding K287BQ, on approximately February 1, 2020, I reached out to a representative of iHeart Media, regarding the possibility of continuing the arrangement of having KTBZ-FM rebroadcast K287BQ after SDK Franco closed on the assignment of K287BQ. The iHeart representative told me that iHeart was not interested in continuing the arrangement because Centro had defaulted on its previous payment obligations and therefore iHeart elected to seek other arrangements for its station. I then had to work fast to try to secure a new station that would be rebroadcast on K287BQ, and I finally brought Gow Media to SDK Franco.

6. Regarding the Complaint of Jose Zamora, on December 28, 2020, I went to 13319 Indianapolis St, Houston TX 77015 with Josh Salmeron to discuss the statements in Mr. Zamora's Informal Objection. The statements set forth in Josh Salmeron's previous Declaration from September 2021 are true and correct, to the best of my knowledge.

7. On December 19, 2022, I visited the site associated with low power FM station KHGF-LP (FCC Antenna Structure Registration Number 1258880). I noticed that the antenna associated with that station is a two-bay antenna. I took photographs of that antenna.

Executed on the 19th day of December , 2022.

DocuSigned by:

A handwritten signature in black ink, appearing to read 'Douglas Omar Romero', is written over a blue DocuSign signature line.

9A0401DBB8BA441...

Douglas Omar Romero

Exhibit S
Declaration of Josue Salmeron re: Response
to Letter of Inquiry

DECLARATION OF JOSUE SALMERON

I, Josue (Josh) Salmeron, hereby declare under penalty of perjury as follows:

1. I am the President/Engineer of JIT Broadcasting Services, and I provide consulting services to SDK Franco LLC.

2. In late April and early May 2020, SDK Franco asked me to look into whether FM translator K223CW was interfering with LPFM station KJJG-LP. At that time, I discovered that K223CW was operating with a non-directional Nicom antenna. On March 1, 2021, I assisted with the installation of a directional Scala CL-FM antenna associated with K223CW. In my opinion, since that date, there has been no interference occurring to KJJG-LP as a result of the manner in which K223CW has been operating. I believe that the KJJG-LP antenna may have been damaged by lightning and incorrectly oriented antenna bays due to high winds, meaning it may not be operating correctly. If KJJG-LP thinks it is receiving interference, it is not coming from K223CW.

3. Regarding K287BQ, that station was off the air between June 15, 2021 to August 15, 2021 after there was a lightning strike that severely damaged the K287BQ Scala antenna. In August of 2021, I assisted in the replacement of the damaged Scala antenna with a new, identical Scala antenna.

4. I am on the list of persons who are authorized to access the rooftop of the Wells Fargo Building. In order to access the rooftop, I have to surrender my official government registration, typically my driver's license, to security at the loading dock of Wells Fargo building. The security guard checks their official authorized personnel list to verify my name is on the list. Once they verify my name is on the list, they call Bill Cordell to let him know the purpose of my visit and how long I plan to be there. If he approves the visit, the security guard then scans my ID to their check in system. Their system then prints out a label with my picture on it and the security guard puts it in an ID holder along with an access rfid card. The security guard then provides me with this access card and a set of keys to access the room. The RFID access card is then used to access the elevator that takes me to the 71st floor. Without this access card the elevator does not move. Once on the 71st floor, I have to climb the stairs for 2 floors and use the RFID access card again to get access to the 73rd floor ("Radio Room"). Once on the 73rd floor, I have to use the RFID access card, along with the key I was provided to get to the roof through an access door. At this point I have access to antennas. To get to the transmission equipment, on the same 73rd floor, I have to use another key along with the RFID access card to go through a different door and at this point I have access to equipment, which is also locked by SDK Franco LLC. Exiting the building also requires an RFID access card to be used. I exit the 73rd floor using the stairwell to get to the 71st floor. I have to use the RFID Access card to enter floor 71st from the stairwell. Without the RFID access card you can not access any floor, in the stairwell, except the 1st. Then again I have to use the RFID access card to access the elevator and go down to the loading dock. At this point I return the RFID access card and keys and security returns my driver's license I provided when I first arrived.

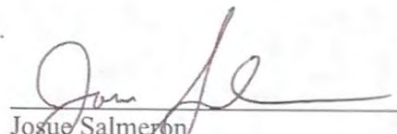
5. Based on the above description, and how difficult it is for me to obtain access to the rooftop (and I have been there on about 25 occasions over the years), in my opinion, it would

be almost impossible for someone not on the approved list to access the rooftop of the Wells Fargo Building.

6. On December 28, 2020, I visited 13319 Indianapolis St, Houston TX 77015 with Omar Romero. I was told by the individual who was present at that address (identified as "Kevin") that Jose Zamora was not present at that address and that nobody present at that address had filed any document with the FCC regarding K223CW. I showed the Informal Objection to "Kevin," and Kevin reported that he did not recognize the signature or the name. Kevin then asked a woman and her son, also located at the residence, whether either of them were aware of the Informal Objection. Neither of them indicated that they had any idea what I was talking about.

7. Kevin then asked me why I would come to his house if Jose Zamora did not live there. I then showed Kevin that the address listed in the Informal Objection was the very residence where we were all standing. Kevin confirmed that the address was correct but no Mr. Zamora was present. I then thanked Kevin for his time, and then Omar and I left. I have a recording of the encounter, which can be provided to the FCC if necessary.

Executed on the 5 day of December, 2022.


Josue Salmeron