

INSTALLATION AND MAINTENANCE AGREEMENT

This Installation and Maintenance Agreement (the "Agreement"), dated as of 2022 is between ARSO RADIO CORPORATION (hereinafter "ARSO") and IGLESIA EPISCOPAL PUERTORRIQUEÑA, INC., (hereinafter "IEP").

WITNESSETH

WHEREAS, IEP is licensee of WLEO (AM) Ponce, PR (Facility ID #59243) ("WLEO"); and

WHEREAS, ARSO is the licensee of radio station WPRP (AM) Ponce, PR (Facility ID# 54475) ("WPRP"); and

WHEREAS, IEP and ARSO each hold Construction Permits ("CP") from the FCC to operate WLEO and WPRP from a common transmitter site (the "Diplex Facility"); and

WHEREAS each of the WLEO and WPRP Construction Permits require, as a condition of licensing the respective facilities, that IEP and ARSO enter into a firm written agreement fixing responsibility for the installation and maintenance of the Diplex Facility;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. IEP and ARSO shall each engage the necessary consulting engineers to construct their respective facilities as designed and approved in their respective Construction Permits. ARSO shall be responsible for the final installation, equipment testing and tuning of such Diplex Facility in connection with completing the facility contemplated by the WPRP CP and shall cause the data from same to be provided to IEP so it can complete its Form 302-AM license to cover application when construction of WLEO is complete.

2. ARSO shall be primarily responsible for any maintenance obligations of the Diplex Facilities. If ARSO fails to undertake any required maintenance, then IEP shall undertake such maintenance on behalf of ARSO and ARSO shall reimburse IEP for same.

3. ARSO shall consult with IEP periodically on an as needed basis regarding the Diplex Facilities maintenance.

4. This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all understandings, negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof with respect to the subject matter hereof, and there are no other understandings, agreements, representations, or understandings, oral or written, between

the Parties with respect thereto. This Agreement may not be amended, modified or changed orally but only in a document signed by the Parties.

5. This Agreement, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico applicable to contracts made and to be performed therein and without regard to choice of law principles.

6. Under no circumstances shall this agreement be interpreted to represent the ability of ARSO to program or control WLEP or for IEP to program or control WPRP. Each of IEP and ARSO certify that they will retain absolute control as that term is defined by the FCC over their respective Station and that this Agreement is solely for the purpose of allocating responsibility for the Diplex Facilities installation, maintenance and operation.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the date and year first above written.

IGLESIA EPISCOPAL PUERTORRIQUEÑA, INC.,

By: 

Name: NICOLAS LÓPEZ PEÑA

Title: TREASURER

ARSO RADIO CORPORATION

By: 

Name: Luis A. Soto

Title: President