

ORIGINAL



Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street NW | Washington, DC 20036-3006

2011 JUN 14 A 10: 25  
tel 202.663.8000 | fax 202.663.8007

Jessica T. Nyman  
tel: 202.663.8810  
jessica.nyman@pillsburylaw.com

June 13, 2017

**VIA HAND DELIVERY**

**Accepted / Filed**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

JUN 13 2017  
Federal Communications Commission  
Office of the Secretary

Attn:  
Son Nguyen, Supervisory Engineer  
Audio Division, Media Bureau

Re: **ACM JCE IV B LLC**  
**FRN: 0024486094**  
**WFLL(AM), Fort Lauderdale, FL (FIN: 67812)**

Dear Ms. Dortch:

Attached, please find the Form 302-AM filed on behalf of ACM JCE IV B LLC, licensee of WFLL(AM), Fort Lauderdale, Florida, Facility ID 67812 (the "Station"), for a license to cover construction permit BP-20150924AEA.

Please direct any communications regarding this matter to the undersigned.

Respectfully submitted,

A blue ink signature of Jessica T. Nyman, written over a horizontal line.

Jessica T. Nyman

cc (via email): Dwayne Jackson, [dwayne.jackson@fcc.gov](mailto:dwayne.jackson@fcc.gov)

Federal Communications Commission  
Washington, D. C. 20554Approved by OMB  
3060-0627  
Expires 01/31/98

JUN 13 2017

FOR  
FCC  
USE  
ONLYFederal Communications Commission  
Office of the Secretary

## FCC 302-AM

## APPLICATION FOR AM

## BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO.

BL-20170613A42

## SECTION I - APPLICANT FEE INFORMATION

## 1. PAYOR NAME (Last, First, Middle Initial)

Jessica Nyman

## MAILING ADDRESS (Line 1) (Maximum 35 characters)

1200 Seventeenth Street, NW

## MAILING ADDRESS (Line 2) (Maximum 35 characters)

## CITY

Washington

## STATE OR COUNTRY (if foreign address)

D.C.

## ZIP CODE

20036

## TELEPHONE NUMBER (include area code)

202-663-8810

## CALL LETTERS

WFL(AM)

## OTHER FCC IDENTIFIER (if applicable)

67812

## 2. A. Is a fee submitted with this application?

☒ Yes ☐ No

## B. If No, indicate reason for fee exemption (see 47 C.F.R. Section

☐ Governmental Entity☐

Noncommercial educational licensee

☐

Other (Please explain):

## C. If Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).

(A)		
FEE TYPE CODE		
M	M	R

(B)				
FEE MULTIPLE				
0	0	0	0	1

(C)	
FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	
\$ 700.00	

FOR FCC USE ONLY

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)		

(B)				
0	0	0	0	1

(C)	
\$	

FOR FCC USE ONLY

ADD ALL AMOUNTS SHOWN IN COLUMN C,  
AND ENTER THE TOTAL HERE.  
THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED  
REMITTANCE.

TOTAL AMOUNT REMITTED WITH THIS APPLICATION
\$ 700.00

FOR FCC USE ONLY

## SECTION II - APPLICANT INFORMATION

## 1. NAME OF APPLICANT

ACM JOE IV B LLC

## MAILING ADDRESS

426 SOUTH RIVER ROAD

CITY  
TRYONSTATE  
NCZIP CODE  
28782

## 2. This application is for:

☒

Commercial

☐

Noncommercial

☐

AM Directional

☒

AM Non-Directional

Call letters	Community of License	Construction Permit File No.	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit
WFLL(AM)	FORT LAUDERDALE, FL	BP-20150924AEA		June 23, 2019

## 3. Is the station now operating pursuant to automatic program test authority in accordance with 47 C.F.R. Section 73.1620?

☐

Yes

☒

No

Exhibit No.

If No, explain in an Exhibit.

## 4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

☒

Yes

☐

No

Exhibit No.

If No, state exceptions in an Exhibit.

## 5. Apart from the changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would result in any statement or representation contained in the construction permit application to be now incorrect?

☐

Yes

☒

No

Exhibit No.

If Yes, explain in an Exhibit.

## 6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?

☐

Yes

☐

No

☒

Does not apply

Exhibit No.

If No, explain in an Exhibit.

## 7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐

Yes

☒

No

Exhibit No.

If the answer is Yes, attach as an Exhibit a full disclosure of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 U.S.C. Section 1.65(c), the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

8. Does the applicant, or any party to the application, have a petition on file to migrate to the expanded band (1605-1705 KHz) or a permit or license either in the existing band or expanded band that is held in combination (pursuant to the 5 year holding period allowed) with the AM facility proposed to be modified herein?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

The APPLICANT hereby 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 use of the same, whether by license or otherwise, and requests and authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

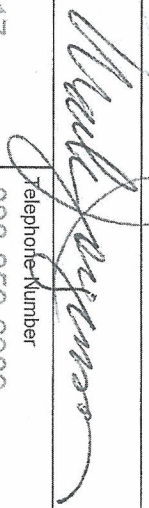
The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in

#### CERTIFICATION

1. By checking Yes, the applicant certifies, that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

2. I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name <b>Mark Jorgenson</b>	Signature 
Title <b>Sole Member of Licensee's Sole Member</b>	Date <b>6/12/2017</b>
	Telephone Number <b>828-859-6982</b>

#### WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

#### FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627), Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.



**SECTION III - Page 2**

9. Description of antenna system (if directional antenna is used, the information requested below should be given for each element of the array. Use separate sheets if necessary.)

Type Radiator	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall height in meters above ground (without obstruction lighting)	Overall height in meters above ground (include obstruction lighting)	If antenna is either top loaded or sectionalized, describe fully in an Exhibit.
Self Supporting Tower	47.55	48.16	48.16	Exhibit No. N/A

Excitation ☒ Series ☐ Shunt

Geographic coordinates to nearest second. For directional antenna give coordinates of center of array. For single vertical radiator give tower location.

North Latitude	26	°	10	'	25	"	West Longitude	80	°	09	'	28	"
----------------	----	---	----	---	----	---	----------------	----	---	----	---	----	---

If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits.

Exhibit No.  
ENG

Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and dimensions of ground system.

Exhibit No.  
ENG

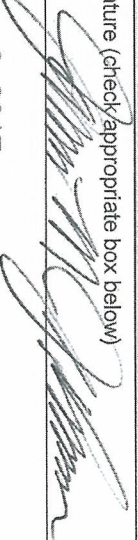
10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit?

None

11. Give reasons for the change in antenna or common point resistance.

New Construction

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Name (Please Print or Type) <b>James M. Johnson</b>	Signature (check appropriate box below) 
Address (Include ZIP Code) <b>James M. Johnson &amp; Associates</b> <b>10144 Seagrape Way</b> <b>Palm Beach Gardens, FL 33418</b>	Date <b>June 9, 2017</b>
	Telephone No. (Include Area Code) <b>561-625-5900</b>

☐ Technical Director

☐ Registered Professional Engineer

☐ Chief Operator

☒ Technical Consultant

☐ Other (specify)

**EXHIBIT A**

In response to Section II, Question 3:

Pursuant to Special Operating Condition No. 4 of station WFL(AM)'s construction permit, BP-20150924AEA, the station is hereby submitting information requested by the Commission prior to commencing program tests. *See attached Antenna License (Diplex) Agreement (Exhibit B) and Engineering Statement (Exhibit C).*

**EXHIBIT B**

WFL(AM)  
FORM 302-AM

## ANTENNA LICENSE AGREEMENT

THIS ANTENNA LICENSE AGREEMENT ("Agreement"), is made and entered into this 17<sup>th</sup> day of December, 2015 between Multicultural Radio Broadcasting, Inc., a New Jersey corporation, with its principal office and place of business at 27 William Street, 11<sup>th</sup> Floor, New York, NY 10005 ("Licensor"), and ACM JCE IV B LLC, a Delaware limited liability company, with its principal office and place of business at 426 South River Rd., Tryon, NC 28782 ("Licensee").

### WITNESSETH:

WHEREAS, Licensor owns radio station WEXY(AM), 1520 kHz licensed to Wilton Manors, Florida (the "Station"), and all equipment and improvements necessary for the operation of the Station including, but not limited to, radio transmission towers (the "Tower") located at 971 N.W. 38<sup>th</sup> Street, Oakland Park, Florida 33309

WHEREAS, Licensee owns radio station WFLA(AM), 1400 kHz, licensed to Fort Lauderdale, Florida ("WFL"), and desires to relocate its radio transmission site to the Station's transmission site; and

WHEREAS, Licensee desires to use the Tower and a portion of the Property, on a nonexclusive basis, for the WFL transmission site, and Licensor desires to license the Tower and a portion of the Property, on a nonexclusive basis, for use by the Licensee for such purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants permission to Licensee to install (subject to Licensor's final review and approval) and operate the following described radio communications equipment, and any similar equipment or replacements or improvements thereto (the "Licensee's Radio Equipment") on the Tower and on the Property, and for no other purpose:
  - a. Transmitters, to be located in the building on the Property (the "Building").
  - b. Electrical service providing for: 1kw maximum AC input @ 120 volts, Single phase.
  - c. Transmission Line: such cable to be buried.
  - d. Business telephone lines.
  - e. Frequency utilized by WFL: 1400 kHz.

*WFL*  
*ACM*

Such portions of the Property, Building, Tower and rights to ingress and egress to be used by Licensee hereunder shall be collectively referred to herein sometimes as the "Licensed Property".

2.

Access. Licensor agrees that during the term of this Agreement, Licensee shall have the non-exclusive right of access on a twenty-four (24) hour per day basis, to the Licensed Property. Prior to any off-air or experimental hours adjustment to the system, the Licensee shall give notice of at least twenty-four (24) hours to the Licensor to obtain access to the Licensed Property. This requirement may be waived on a per request basis at the discretion of an authorized representative of the Licensor.

The Licensor shall maintain control of all instruments of access (keys and security codes) and shall provide Licensee with necessary security codes for gaining access to the Property. A list of any personnel authorized to enter upon the Licensed Property on behalf of the Licensee shall be submitted to the Licensor, and only such personnel shall be given security codes by the Licensee. Upon the installation or other modification of building security systems, the Licensor shall furnish the Licensee with such modified security codes necessary for gaining access to the Licensed Property.

3.

### Interference.

a. Licensee covenants and agrees that Licensee's Radio Equipment, its installation, operation and maintenance will:

- (i) In no way damage the Property and improvements thereon;
- (ii) Not interfere with the maintenance of improvements on the Property;
- (iii) Comply with all applicable rules and regulations of the Federal Communications Commission and building and electrical codes of the city, county and State in which the Building is located; and
- (iv) Not interfere with the Station's radio signal.

In the event of interference with the Station's radio signal by Licensee or Licensee's Radio Equipment, as reasonably determined by the Licensor's engineering staff, Licensor may take steps which are necessary to insure broadcasting of the Station's signal without compromise. Licensor, upon confirmation of interference with the Station's signal due to failure of Licensee's Radio Equipment (equipment to include phasing equipment, RF filters and traps, and broadcast transmitters and their associated audio processing equipment) shall:

- (A) Reduce the power of Licensee's (1400 kHz) to one fourth normal power, omni-directional radiation pattern, utilizing the Tower.

*Wuf*

Licenser shall notify the Licensee within a commercially reasonable time. The Licensee shall incorporate provisions for omni-directional operation utilizing the Tower in the design and construction of its antenna phasing equipment.

(B) Should the action in (A) be insufficient to allow the Station to continue operating in a non-compromise fashion, the Licensee will be notified and Licenser may temporarily terminate Licensee's right to broadcast Licensee's radio signal on the Tower. Licenser will give oral notice of this action to a designated contact of the Licensee immediately upon taking the action.

(C) Licenser may take appropriate action, including temporary termination of broadcast of Licensee's radio signal, if it is reasonably determined that operation of the Licensee on the Licensed Property is inhibiting the Licenser or Licensee from complying with FCC rules, including, but not limited to, Rules 73.44 and 73.128.



(D) In the event Licensee's right to broadcast Licensee's radio signal on the Tower is reduced or temporarily terminated under (A), (B) or (C) above, Licensee shall be permitted to cure the interference of the Station's radio signal or such other deficiency as noted in (A), (B), or (C), whichever is applicable, provided Licensee is in compliance with the remaining provisions of this Agreement; *provided, however*, in the event Licensee is unable to correct such interference or other deficiency within thirty (30) days after the first notice hereunder by Licenser to Licensee of same, then Licensee, at Licensee's option, may terminate this Agreement, whereupon Licensee shall remove Licensee's Radio Equipment from the Licensed Property, and upon such removal, this Agreement shall be terminated without any further obligation or liability of the parties hereto.

b. The Licensee shall be responsible for all corrective action required to suppress RF interference to local telephone or communications services from which complaints are generated due to the use of the Licensed Property by Licensee.

4. **Covenants.**

- a. The Licensee shall be responsible for repair of the ground system (buried counterpoise) due to damage caused from the construction or incorporation of additional transmission lines and fixtures required for use of the Licensed Property by Licensee.
- b. The Licensee shall insure that the radiation pattern of the Station meets licensed parameters after the combining (duplexing) of Licensee's radio equipment with the Station's equipment including, but not limited to, the band pass and band reject filters and antenna phasing equipment required by the Licensee.
- c. The Licensee shall provide Licensor with plans for necessary floor space in the Building at least one hundred twenty (120) days prior to commencement of construction. This shall include main and alternate transmitters, phasing equipment, and audio processing and control equipment. In addition, the Licensee shall provide Licensor with a list of requirements for any and all Studio to Transmitter Link (STL) equipment including antenna requirements and path survey results as well as Transmitter to Studio Link (TSL) requirements if any. This shall include frequency of operation and required antenna height determinations.
- d. The Licensee shall pay the cost of de-tuning the Tower on the Property. This shall include cost of installation, detuning network, and cost of engineering to design and adjust the detuning network.
- e. The Licensee shall promptly take all steps necessary to correct and eliminate interference to Licensor's radio equipment on the Property caused by Licensee within a reasonable period of time.

5. **Maintenance.** Under this Agreement, the Licensor assumes no responsibility for licensing, operation, and/or maintenance of Licensee's Radio Equipment. However, Licensor shall be responsible for the maintenance of Licensor's radio equipment on the Property, general maintenance for the Tower and the Building, and general maintenance of all easements for ingress and egress necessary for Licensee's use of the Licensed Property for the installation and operation of Licensee's Radio Equipment. Licensee agrees to pay its *pro rata* share of all maintenance costs attributable to its use of the Tower and the Property. Licensor will calculate the *pro rata* amounts owed by Licensee in its sole discretion and provide Licensee with an invoice for payment on a quarterly basis. Licensee agrees to pay Licensor the *pro rata* amount of maintenance costs owed within ten (10) business days upon receipt of the written invoice from Licensor. Licensee shall set up a separate meter for electrical usage, and shall be responsible for its own electrical costs. In addition, Licensor may invoice the Licensee for time required to correct deficiencies caused by failure of the Licensee's Radio Equipment and for Licensee's Share of any maintenance costs incurred by Licensor, in accordance with Section 9a herein.

6. **Initial Term.** The initial term of this Agreement shall commence on the first day of the month following the later of (i) thirty (30) days after receipt of FCC approval for transmission of WFTL radio signal from the Towers (as required under the provisions of Section 24 herein), and (ii) thirty (30) days after receipt of approval from the City of Oakland Park for the extension of Lessor's master lease with the City of Oakland Park, and will run for an initial term of 5 years (the "Initial Term").

7. **Option to Extend.** The Term of this Agreement shall be automatically renewable for two (2) additional terms of three (3) years following the Initial Term (the "Extension Term"). The Extension Term shall be upon the same terms and conditions stated in this Agreement. If either party desires not to extend the term of this Agreement, such party shall give the other party notice of its intention to not extend the Term at least three (3) months prior to the expiration of the Term whereupon this Agreement shall be terminated upon the expiration of the then current Term. Subsequent terms shall be governed by the successful negotiation of extending the present lease with The City of Oakland Park. The present lease expires on May 1, 2023. In Good Faith the Licenser will negotiate to extend the master lease through a new term with the landlord, and keep the Licensee informed of its progress.

If, at the end of the second renewal term, this Agreement has not been terminated by either party giving written notice to the other party of its intention to terminate at least three (3) months prior to the end of such Term, then this Agreement shall automatically continue in force upon the same terms and conditions for a further term of one five (5) year period, and for annual Terms thereafter until terminated by either party giving written notice of its intention to terminate at least three (3) months prior to the end of such Term; provided, the License Fee and Rent shall be increased for each one (1) year extension term by 5%. Hereinafter, the definition of "Term" shall include "Extension Term."

8. **Rent.** The monthly rent for the Tower and Property shall be Four Thousand Two Hundred Dollars (\$4,200.00) per month (the "Rent"). The Rent shall be paid on the first day of each month, in advance, to Licenser at the address set forth in Section 17 below, or to such other person, firm or place as the Licenser may, from time to time, designate in writing at least thirty (30) days in advance of any License Fee payment date. The Rent shall increase by 5% annually after the Initial Term. In addition, Licensee shall pay the Licenser an amount equal to the *pro rata* portion of Rent for any type of suspension, cancellation or failure of the Station's broadcast resulting from Section 3 of this Agreement.

In addition, Licensee shall deposit with Licenser a security deposit of Eight Thousand Four Hundred (\$8,400.00) to be held in a non-interest bearing account by Licenser to insure Licensee's faithful performance of its obligations hereunder (the "Security Deposit"). The Deposit is to be paid to Licenser via wire transfer or certified check(s) on the date no later than fifteen (15) days prior to the Initial Term date. In the event of default or material breach by Programmer, the Security Deposit shall be forfeited by the Licensee. Upon termination of

 Murphy

this Agreement and provided Licensee is not then in default of this Agreement, Licensor shall return the Security Deposit to Licensee within ten (10) days after such termination.

9. **Building Operating Expenses, Taxes, and Insurance.**

- a. Impositions. Licensee shall pay its proportion ("Licensee's Share") of all taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed, charged, or imposed during the Term upon the Building, or any part thereof, or upon any improvements by Licensee at any time situated therein ("Impositions"); *provided, however*, that Impositions levied against the Building shall be prorated between the Licensor and Licensee as of the Initial Term for the first year of the Agreement and as of the expiration date of the Term or Extension Term for the last year of the Agreement (on the basis of Licensor's reasonable estimate thereof). Impositions shall also include Licensee's Share of fees and costs incurred by Licensor during or prior to the Initial Term for the purpose of contesting or protesting tax assessments or rates, to the extent such fees and costs relate to savings realized during the Term. Notwithstanding the foregoing, Licensee will pay to Licensor the amount equal to Licensee's Share for any costs incurred by Licensor for performing necessary maintenance and routine repairs to the Building. "Licensee's Share" shall be equal to the square footage of the Building leased by Licensee in proportion to the entire rentable square feet of the entire Building.
- b. Taxes. If at any time during the Term the method of taxation prevailing at the commencement of the Term hereof, shall be altered so that any new tax, assessment, levy, imposition, or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Building, or the rent, additional rent or other income therefrom and shall be imposed upon the Licensor, then all such taxes, assessments, levies, impositions, or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the Term for the purpose hereof to the extent that such Impositions would be payable if the Building were the only property of Licensor subject to such Impositions, and Licensee shall pay and discharge the same as herein provided in respect of the payment of Impositions. There shall be excluded from Impositions all federal income taxes, state, and local net income tax, federal excess profit taxes, franchise, capital stock and federal or state estate or inheritance taxes of Licensor.

- c. Insurance. Licensee shall procure, maintain, and pay Licensee's Share of insurance, in accordance with Section 28 herein.

10. **Removal of Licensee's Radio Equipment.** Should Licensee desire to terminate this Agreement at the end of the Initial Term or any Extension Term, Licensee shall remove all Licensee's Radio Equipment installed on the Licensed Property and leave said Licensed Property in substantially the same condition existing as of the date of this Agreement, excepting only ordinary wear and tear and any occurrence for which Licensee is not

*WMB*

responsible hereunder. In the event Licensee fails to remove any or all of Licensee's Radio Equipment upon the occurrence of any of the aforementioned events, Licenser shall have the option to either extend this Agreement for an additional one year Term under the same conditions as if the Term was extended pursuant to Section 7 herein, or Licenser shall remove Licensee's Radio Property at Licensee's sole expense.

11. **Utilities and Telephone.** Licensee shall cause all utilities necessary for the operation of Licensee's Radio Equipment to be supplied with separated meters and all telephones and telephone lines to be installed in Licensee's name and for Licensee's account. Licensee shall pay all charges for utilities or telephone service used by Licensee in connection with use of the Licensed Property during the Initial Term and any Extension Term. Failure by Licensee to pay any charges for utilities or telephone service when due shall be deemed a default hereunder.

## 12. [Intentionally Omitted]

13. **Assignment.** The Licensee may assign this Agreement in whole or in part, or any of its rights under this Agreement, to any successor in interest to Station WFL, but only for use in connection with WFL, and only upon providing at least five (5) business days written notice to Licenser. Any other assignment by Licensee shall be with the prior written consent of Licenser which will not be unreasonably withheld or delayed. Licenser may assign this Agreement in whole, or in part, or any of its rights hereunder without any approval by Licensee. Licenser shall give notice of any assignment within five (5) business days thereafter.

14. **Default.** Upon the occurrence of an event of default, the non-defaulting party shall be entitled, at its option, to terminate this Agreement or, at the non-defaulting party's option, may elect to treat this Agreement in full force and effect and Licenser shall be entitled to collect the Rent and License Fee provided for hereunder, and in addition to the foregoing, the non-defaulting party shall be entitled to enforce all other remedies provided at law or in equity.

The following shall be deemed events of default by Licensee:

- a. Failure to pay the Rent or License Fee within five (5) business days after the written notice thereof.
- b. Licensee is adjudicated as bankrupt or a trustee is appointed for Licensee after a petition has been filed against Licensee under the Bankruptcy Act of the United States, or any similar local law, or a receiver or similar officer becomes entitled to the leasehold;
- c. Licensee fails to immediately cure any hazardous condition with respect to any Hazardous Material as defined in Section 24 herein, which Licensee has created in

*Moby*

*8.*

violation of law or governmental regulations after Licensee receives notice thereof from Licensor or a government agency;

- d. Licensee's interest in this License is taken by execution or other process of law or any action against Licensee, Licensee's interest in the Licensed Property is levied upon by any revenue officer or similar officer, or Licensee does, or permits to be done by any persons acting on behalf of or representing Licensee, any act which causes a mechanics lien or claim against the Licensed Property, and Licensee does not have such execution, levy or mechanic's lien released within twenty (20) days after actual notice thereof, or
- e. Failure to cure, within five (5) days after the due date of any payment or within thirty (30) days after written notice of any other breach of the promises, undertakings, terms or conditions of this Agreement.

The following shall be deemed events of default by Licensor:

- a. Licensor fails to cure any hazardous condition with respect to a Hazardous Material as defined in Section 24 herein, which Licensor has created in violation of law or governmental regulations within a commercially reasonable time after Licensor receives notice thereof from Licensee or a government agency;
- b. Licensor fails to provide access, upon no fault of Licensor, for Licensee to the Licensed Property as necessary for Licensee's use thereof; or
- c. Licensor fails to maintain the Tower, the Licensed Property, or the Building in good condition, excluding any ordinary wear and tear, or damage caused by Licensee or Licensee's employees, agents, or invitees, and such failure prevents Licensee from using the Licensed Property.

On the occurrence of an event of default of Licensee, in addition to the other remedies hereunder, Licensee shall pay to Licensor on demand, as damages and not as a penalty, the sum of any and all license fees and other charges due and payable by Licensee up to the date of the demand and until the end of the then existing Term, and all other damages suffered by Licensor as a result of such event of default. On the occurrence of an event of default by Licensor, in addition to the other remedies hereunder, Licensee shall be entitled to specific performance by Licensor.

If any suit or action shall be brought to enforce or declare any of the terms of this Agreement, to terminate this Agreement or to recover possession of the Licensed Property or recover any License Fees, Rent or damages sustained as a result of a default in the performance of any of the obligations under this Agreement, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses including, without

*MW*

*✓*

limitation, court costs, reasonable attorneys' fees and expert witness fees, the amount of which shall be fixed by the court and shall be made part of any judgment rendered.

15. **Condemnation.** In the event that any governmental or public body shall take all or such part of the Licensed Property as shall make it physically or financially unfeasible for the Licensed Property to be used in the manner it was used immediately prior to such taking, Licensee shall have the option of terminating this Agreement on thirty (30) days prior written notice to Licensor, in which event Licensee shall be liable for the license fee and other payments only through the date on which the Licensed Property is taken.

16. **Taxes.** The parties hereto stipulate that the rights herein granted relate to real estate. In the event any sales or use tax should ever be payable on account of this Agreement or the License Fees and Rent payments herein reserved, the Licensee hereby agrees to pay same as additional License Fees or Rent or to furnish such documentation as is necessary or appropriate to establish that License Fee and payments hereunder are exempt from sales or use tax.

In addition, in the event that any taxes (other than income taxes and general real estate taxes, including federal, state and local government taxes, assessments, and charges of every kind and nature whatsoever) are levied, assessed, or charged against the Licensed Property as a result of the use thereof by Licensee, Licensee hereby agrees to pay same additional taxes.

17. **Notices.** All notices, requests, demands, and other writings required under this Agreement (including any notices of the exercise of option, renewal, or termination rights) must be in writing sent by certified mail, return receipt requested, shall be deemed validly given on the date posted, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Licensor: Multicultural Radio Broadcasting, Inc.  
27 William Street  
11<sup>th</sup> Floor  
New York, NY 10005  
Attn: Jim Glogowski, Chief Technology Officer

With a copy to be forwarded to:

Multicultural Radio Broadcasting, Inc.  
27 William Street  
11<sup>th</sup> Floor  
New York, NY 10005  
Attn: Regina Leung

Licensee: ACM JCE IV B LLC  
426 South River Rd.

✓

*Mindy*

Tryon, NC 28782

With a copy to be forwarded to:

Christine Reilly, Esq.  
Pillsbury Winthrop Shaw Pittman LLP  
909 Fannin St.  
Suite 2000  
Houston, TX 77010

18. **Building and Tower Lighting and Marking Responsibilities.** Licenser acknowledges that it, and not Licensee shall be responsible for compliance with all building codes and tower marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA"), the Federal Communications Commission ("FCC"), or any local government entity. Licenser shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licenser's failure to comply with such requirements. Further, should Licensee be cited because either the Tower, Building, or the Property is not in compliance, and if Licenser does not cure the conditions of noncompliance within the time frame allowed by the citing agency, Licensee may terminate this Agreement immediately upon written notice to Licenser, and such termination shall serve as Licensee's sole remedy for such uncured condition.

19. **Entire Agreement.** Presentation of this Agreement by Licensee shall not be deemed an offer unless and until the Agreement has been signed by Licensee, and this Agreement shall not be binding until executed by both Licenser and Licensee. This Agreement constitutes the entire understanding between the parties hereto and shall supersede all prior offers, negotiations, and agreements between the parties relative to the subject matter contained herein.

20. **Quiet Enjoyment.** Licenser covenants that Licensee shall have non-exclusive quiet enjoyment of the Licensed Property to the full extent permitted by the law of the state where the Licensed Property is located.

21. **Succession.** This Agreement shall extend to and be binding upon the successors and assigns of the parties.

22. **Licenser's Representations.** In order to induce Licensee to enter into this Agreement, Licenser covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

- a. Licenser owns good and marketable title to the Licensed Property and Tower subject to no known mortgages, liens, encumbrances, easements, covenants, restrictions, judgments, or other title exceptions which might take precedence over Licensee's interest in the Licensed Property and Towers to Licensee except for items disclosed in writing to, and approved by, Licensee.

*msf*

- b. Licensors has full authority to execute, deliver, and perform this Agreement.
23. Licensee's Representations. In order to induce Licensor to enter into this Agreement, Licensee covenants, represents, and warrants, as of the date of this Agreement and throughout its term, as follows:
- a. Licensee has full authority to execute, deliver, and perform this Agreement.
- b. Licensee acknowledges that it, and not Licensor, is responsible for obtaining any required permits, licenses, or approvals ("Approvals") necessary for operating WFTL or utilizing Licensee's Radio Equipment on the Tower and on the Property, and at time of Closing, has obtained such Approvals.

24. Environmental Matters.

- a. For purposes of this Agreement, "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material defined in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superfund" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.
- b. Neither the Licensor nor, to the best knowledge of Licensor, any other person has ever caused or permitted any Hazardous Material to be placed, held, located, or disposed of on, under or at the Licensed Property or any part thereof and the Licensed Property has never been used (whether by the Licensor, or to the best knowledge of the Licensor, by any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material.
- c. Licensee indemnifies the Licensor and agrees to hold the Licensor harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred, or suffered by or asserted against Licensor for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Licensed Property or into or upon any land, the atmosphere, or any watercourse, body of water, or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superfund" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards on conduct concerning, any hazardous Material), caused by or in the control of Licensee.

- d. Licensor agrees to indemnify and to hold Licensee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims paid, incurred, or suffered by or asserted against Licensee resulting from Licensee's occupying the Licensed Property for, with respect to, or as a direct or indirect result of, Licensor causing the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging, or release from the Licensed Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act and any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards on conduct concerning, any hazardous Material).
- e. The provisions of and undertakings and indemnifications set out in the Section shall survive the termination of this Agreement.

25. **Maintenance of Licensed Property.** Licensee shall keep the Licensed Property used by Licensee in good condition and repair in accordance with applicable state and municipal laws and all of Licensee's improvements and Licensee's Radio Equipment thereon, and at the expiration of the term and any additional term, or such earlier date as this Agreement is terminated, Licensee shall yield up the Licensed Property in substantially as good of condition as when the same was entered upon by Licensee, loss by casualty and ordinary wear and tear and damage caused by Licensor or other tenants of the Licensed Property excepted. If Licensee should not be able to use the Licensed Property for more than thirty (30) days due to destruction of the Licensed Property, by no fault of Licensor, Licensee may terminate this Agreement upon ten (10) business day's written notice to the Licensor.

26. **Licenses and Permits.** Licensee shall apply to governmental agencies and public companies for any approvals, permits, licenses, or other consents required for the operation of Licensee's equipment of the Licensed Property or for its use of the Licensed Property, or in order to construct or make improvements, or install Licensee's equipment, on the Licensed Property, pursuant to this Agreement. Licensor shall cooperate fully with Licensee in connection with the foregoing, and upon the request of Licensee, shall take any and all actions and execute and acknowledge and deliver any and all documents and instruments reasonably requested by Licensee in connection therewith including, without limitation, easements for public utilities. In this regard, this Agreement is contingent upon approval by the FCC for transmission of WFLI's radio signal from the Tower.

27. **Mechanic's Liens.** Licensee shall indemnify Licensor from all liens or claims for liens for labor or material by reason of any work done or material furnished on behalf of Licensee in connection with improvements made on the Licensed Property by Licensee pursuant to this Agreement.

28.

**Insurance.** During the Initial Term and any Extension Term, both parties shall, at their expense, maintain a liability insurance policy, providing coverage in limits of at least Two Million Dollars (\$2,000,000.00), in the event of bodily injury or death, or property damage, or both, as a result of any one accident or occurrence on the Licensed Property and worker's compensation insurance. Each party shall cause the other party to be named as an additional insured of such insurance policies. Both parties shall provide the other party with certificates of insurance evidencing the above prior to Licensee occupying the Licensed Property and upon each renewal. Licensee shall be responsible for maintaining insurance coverage on its own property, whether or not it is located on the Licensed Property. Licensor shall maintain insurance on the Licensed Property in amounts as commercially reasonable. Licensee and Licensor hereby each waive any and all rights of recovery, claim, action, or cause of action each may have against the other, its affiliates and their respective officers, directors, shareholders, partners, employees, or agents, its affiliates and their respective officers, directors, shareholders, partners, employees, or agents, or any of their successors or assigns, on account of any loss or damage occasioned to either party or their respective partners, employees, or agents or any of their successors or assigns, as the case may be, or their respective property, by reason of fire, the elements or any other cause which could be insured against under the terms of standard insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees. Each party hereto, on behalf of its respective insurance companies insuring its property against any such loss, does hereby waive any right of subrogation that such companies may have against the other party hereto. The parties hereto covenant with each other that, to the extent such insurance endorsement is available, they will obtain for the benefit of the other, an explicit waiver of any right of subrogation from its respective insurance companies. Subject to the waiver of rights recovery, claims, actions, or causes of action against each other, and the waiver of subrogation set forth above, each party will protect, indemnify and save harmless the other party from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed, by reason of any accident, injury to or death of persons or loss of or damage to property occurring on or about the property or any part thereof or resulting from any act or omission of the party, or anyone claiming by, through or under such party, the failure on any part of such party to perform or comply with any of the terms of this Agreement, or as a result of the use or occupation by such party of the property.

29.

**Certificates and Acknowledgments.** Licensee shall, from time to time, within ten (10) days after written request is made by the Licensor, execute, acknowledge, and deliver to Licensor, a certificate in writing stating that to the knowledge of the Licensee, this Agreement is unmodified and in full force and effect, or if modified, stating in detail the nature of such modification, and stating the date to which Rent, License Fees, and other charges have been paid, and either stating to the knowledge of the Licensee that no default exists hereunder or specify each default in which the Licensee has knowledge. Failure to deliver such certificate within ten (10) business days shall be conclusive against the Licensee

g. *WMS*

that this Agreement and all modifications are in full force and effect that the Licensor is not in default hereunder unless within ninety (90) days thereafter the Licensee gives written notice contrary to the Licensor, specifying the matter that is untrue and the reasons therefore. The Licensor shall also deliver such similar acknowledgments and certificates as may reasonably be requested by the Licensee.

30. Agreement. This Agreement shall not be recorded, but the parties agree, at the request of either of them, to execute a short form agreement for recording, containing the names of the parties, the legal description of the Property, the Term of this Agreement with options for extension, and the right of first refusal.

J. Hunt

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the later of the two dates below and agrees to be bound by the Agreement.

LICENSOR:

Multicultural Radio Broadcasting, Inc.

LICENSEE:

ACM JCE IV LLC

By: [Signature]  
Name: James J. Gabor  
Title: SVP/GP

By: [Signature]  
Name: MARK W. JOHNSON  
Title: MANAGING MEMBER

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

# ***JAMES M. JOHNSON & ASSOCIATES***

## **ENGINEERING STATEMENT CONCERNING**

**WFL, 1400 KHZ**

**FORT LAUDERDALE, FLORIDA**

**JUNE, 2017**

### **SUMMARY**

Adjustment of the Diplexing equipment was performed on Radio Station WFL, 1400 KHz, Fort Lauderdale, Florida, after installation of the equipment at the Transmitter site of Radio Station WEXY, 1520 KHz. WFL holds Construction Permit Number: BP-20150924AEA to change Transmitter site. This report was prepared on behalf of ACM JCE IV B LLC, licensee of Radio Station WFL.

### **SITE MODIFICATIONS**

The WFL Transmitter site is that as currently licensed for Radio Station WEXY, 1520 KHz. New Diplexing equipment has been installed. All Towers remain unchanged.

### **SPURIOUS EMISSIONS**

Due to the common usage of the Transmitter site by both Radio Stations WFL, 1400 KHz and WEXY, 1520 KHz, filtering has been installed and adjusted at all Towers to prevent interaction and spurious radiation products. Figures 2A and 2B show measurement of any spurious radiation products. A series filter circuit has been installed on the tower side of the matching network for both of the WEXY towers.

# ***JAMES M. JOHNSON & ASSOCIATES***

## **ENGINEERING STATEMENT CONCERNING**

**WFL, 1400 KHZ**

**FORT LAUDERDALE, FLORIDA**

**JUNE, 2017**

### **SPECIAL OPERATING CONDITION 4**

In accordance with special operating Condition 4 of the WFL Construction Permit, Spurious Emissions measurements were performed on WFL and WEXY after construction. Also, Impedance measurements were performed at the WEXY TCT locations. The measured data is within the allowed  $\pm 2+4\%$  tolerance from the currently licensed model values. Therefore, a Form 302-AM is not filed for WEXY as there has been no change in licensed operating parameters.

### **MEASURING EQUIPMENT AND PERSONNEL**

Tower Resistance and Reactance measurements were made with a Delta Electronics OIB-3 Operating Impedance Bridge. Before use, tests of known impedances were made to verify operation. All Field Intensity Measurements were made with a Potomac Instruments Field Intensity Meter; PI-4100, Serial Number 249, calibrated on January 21, 2016. The meter was calibrated by Potomac Instruments, Frederick, Maryland. All measurements were taken by James M. Johnson and Kurt Gorman of Phasetek Inc.

### **CONCLUSION**

It is believed that the WFL Antenna System has been constructed and adjusted in accordance with all applicable Commission rules and regulations. The foregoing was prepared on behalf of ACM JCE IV B LLC, under the immediate supervision of James M. Johnson, whose qualifications are a matter of record with the Federal Communications Commission. The statements herein are true and correct of his knowledge, except such statements made on information and belief, and as to these statements he believes them to be true and correct.

FIGURE 1

ANTENNA SYSTEM AS ADJUSTED

ENGINEERING STATEMENT CONCERNING

WFLL, 1400 KHZ

FORT LAUDERDALE, FLORIDA

JUNE, 2017

ANTENNA SYSTEM DESCRIPTION

1. The Antenna System utilizes the existing Tower 1 (South) of Radio Station WEXY, 1520KHz. The Tower is self supporting and stands 47.55M (79.9') above its Base Insulators. The North tower is detuned. There is no lighting or other Antennas mounted to the Tower. Tower ASRN: 1060087.

2. The Ground System consists of (120) buried copper Radials, 43.8M in length, except where they intersect with copper transverse straps between Towers or property boundaries. All Radials are #10AWG. This is the existing Ground System of WEXY, 1520 KHz, and remains unchanged. Copper strap connects the Tower to the main Transmitter grounding point.

NON-DIRECTIONAL OPERATION

Impedance	=	50.0 + j 2.8 Ohms
Current	=	4.47 Amperes
Power	=	1,000 Watts

**FIGURE 2A**  
**WFL SPURIOUS RADIATION MEASUREMENTS**  
 JUNE, 2017  
 WFL (1400 KHZ), 1.0 KW DAY (ND) MODE  
 WEXY (1520 KHZ), 5.0 KW DAY(ND) MODE

<u>Frequency (kHz)</u>	<u>Field Intensity (mV/M)</u>	<u>Attenuation (dB) relative to</u>	
		<u>WFL</u>	<u>WEXY</u>
1400	302	--	--
1520	590	--	--
920	.019	84.0	89.8
1040	---	---	---
1160	.013	87.3	93.1
1280	.022	82.8	88.6
1640	---	---	---
1760	.013	87.3	93.1
1880	.012	88.0	93.8
2000	.017	85.0	90.8
2800	.011	88.8	94.6
3040	.012	88.0	93.8
4200	.010	89.6	95.4
4560	.012	88.0	93.8

--- Denotes Not Measureable

Above taken with Potomac Instruments, PI-4100, 0.59 kM from the Antenna on a bearing of 276°T. Point coordinates (NAD 27): N26° 10' 28.0", W80° 09' 48.0".

Above readings meet required attenuation of 73.0dB (WFL Day) and 80.0dB (WEXY Day).

**FIGURE 2B**  
**WFL SPURIOUS RADIATION MEASUREMENTS**  
**JUNE, 2017**  
**WFL (1400 KHZ), 1.0 KW NIGHT (ND) MODE**  
**WEXY (1520 KHZ), 0.8 KW NIGHT(DA) MODE**

<u>Frequency (kHz)</u>	<u>Field Intensity (mV/M)</u>	<u>Attenuation (dB) relative to</u>	
		<u>WFL</u>	<u>WEXY</u>
1400	302	--	--
1520	170	--	--
920	.019	84.0	79.0
1040	---	---	---
1160	.013	87.3	82.3
1280	.022	82.8	77.8
1640	---	---	---
1760	.013	87.3	82.3
1880	.012	88.0	83.0
2000	.017	85.0	80.0
2800	.011	88.8	83.8
3040	.012	88.0	83.0
4200	.010	89.6	84.6
4560	.012	88.0	83.0

--- Denotes Not Measureable

Above taken with Potomac Instruments, PI-4100, 0.59 KM from the Antenna on a bearing of 276°T. Point coordinates (NAD 27): N26° 10' 28.0", W80° 09' 48.0".

Above readings meet required attenuation of 73.0dB (WFL Night) and 72.0dB (WEXY Night).

**Agency Tracking ID:PGC2961080**  
**Authorization Number:01751B**  
**Successful Authorization -- Date Paid: 6/13/17**  
**FILE COPY ONLY!!**

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING		FEDERAL COMMUNICATIONS COMMISSION <b>REMITTANCE ADVICE</b> <b>FORM 159</b> PAGE NO 1 OF 1		APPROVED BY OMB 3060-059	
(1) LOCKBOX #979089				SPECIAL USE FCC USE ONLY	
<b>SECTION A - Payer Information</b>					
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) <b>Jessica T Nyman</b>			(3) TOTAL AMOUNT PAID (dollars and cents) <b>\$700.00</b>		
(4) STREET ADDRESS LINE NO. 1 <b>1200 Seventeenth Street, NW</b>					
(5) STREET ADDRESS LINE NO. 2					
(6) CITY <b>Washington</b>	(7) STATE <b>DC</b>	(8) ZIP CODE <b>20036</b>			
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>202-6638810</b>		(10) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>			
(11) PAYER (FRN) <b>0025280264</b>		(12) FCC USE ONLY			
IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)					
(13) APPLICANT NAME <b>ACM JCE IV B LLC</b>					
(14) STREET ADDRESS LINE NO. 1 <b>426 South River Road</b>					
(15) STREET ADDRESS LINE NO. 2					
(16) CITY <b>Tryon</b>	(17) STATE <b>NC</b>	(18) ZIP CODE <b>28782</b>			
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) <b>828-8596982</b>		(20) COUNTRY CODE (IF NOT IN U.S.A.) <b>US</b>			
(21) APPLICANT (FRN) <b>0024486094</b>		(22) FCC USE ONLY			
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET					
(23A) FCC Call Sign/Other ID <b>WFLI</b>	(24A) Payment Type Code(PTC) <b>MMR</b>	(25A) Quantity <b>1</b>			
(26A) Fee Due for (PTC) <b>\$700.00</b>	(27A) Total Fee <b>\$700.00</b>	FCC Use Only			
(28A) FCC CODE 1	(29A) FCC CODE 2 <b>N/A</b>				
(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity			
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only			
(28B) FCC CODE 1	(29B) FCC CODE 2				