

Law Office of
DENNIS J. KELLY
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Washington, DC 20018

2019 SEP 24 PM 2: 22

MEMBER, DISTRICT OF COLUMBIA BAR ONLY;
PRACTICE LIMITED TO FEDERAL COURTS AND AGENCIES

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September 20, 2019

Accepted / Filed

SEP 20 2019

Honorable Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
Washington, DC 20554

Federal Communications Commission
Office of the Secretary

Attention: Audio Division, Media Bureau

RE: WCVF(AM), Tallahassee, Florida
FCC Facility ID #71303
La Promesa Foundation
FRN: 0006-6021-30
FCC Form 302-AM Application for
Covering License

Dear Madame Secretary:

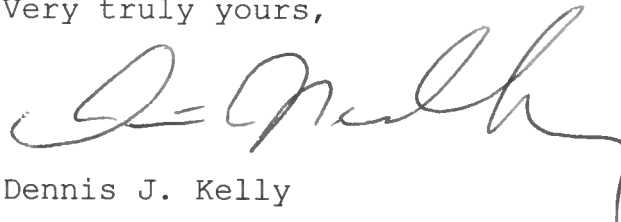
On behalf of our client La Promesa Foundation, the licensee of AM Broadcast Station WCVF, Tallahassee, Florida, there is transmitted herewith in triplicate an application on FCC Form 302-AM for a license to cover the newly constructed facility authorized by the Commission on January 30, 2019 in File No. BP-20181116AAB.

While program tests are requested herein, WCVF is on the air with its new facility pursuant to the provisions of Section 73.1615(a) of the Commission's Rules.

This application is filed by a non-commercial AM station licensee and is therefore non-feeable.

Should additional information be desired in connection with the above matter, kindly communicate with this office.

Very truly yours,



Dennis J. Kelly

FOR
FCC
USE
ONLY

FCC 302-AM
APPLICATION FOR AM
BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO. **BL-20190920ABZ**

SECTION I - APPLICANT FEE INFORMATION

Accepted / Filed

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

LA PROMESA FOUNDATION

FRN: **0006-6021-30**

SEP 20, 2019

MAILING ADDRESS (Line 1) (Maximum 35 characters)

1406 E. GARDEN LANE

Federal Communications Commission
Office of the Secretary

MAILING ADDRESS (Line 2) (Maximum 35 characters)

CITY

MIDLAND

STATE OR COUNTRY (if foreign address)

TX

ZIP CODE

79701-3611

TELEPHONE NUMBER (include area code)

432-682-1485

CALL LETTERS

WCVC

OTHER FCC IDENTIFIER (if applicable)

71303

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		

(B)

FEE MULTIPLE			
0	0	0	1

(C)

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

FOR FCC USE ONLY

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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	1
---	---	---	---

(C)

\$

FOR FCC USE ONLY

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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

\$

FOR FCC USE ONLY

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SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT LA PROMESA FOUNDATION		
MAILING ADDRESS 1406 E. GARDEN LANE		
CITY MIDLAND	STATE TX	ZIP CODE 79701-3611

2. This application is for:

- ☐ Commercial
 ☒ Noncommercial
☐ AM Directional
 ☒ AM Non-Directional

Call letters WCVC	Community of License Tallahassee, Florida	Construction Permit File No. BP- 20181116AAB	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit 1/30/2022
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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. PROGRAM TEST AUTHORITY HEREBY REQUESTED

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 Leonard J. Oswald	Signature 	
Title President	Date 09/20/2019	Telephone Number 432-682-1485

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 - LICENSE APPLICATION ENGINEERING DATA

Name of Applicant

La Promesa Foundation

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)



Station License



Direct Measurement of Power

1. Facilities authorized in construction permit

Call Sign	File No. of Construction Permit (if applicable)	Frequency (kHz)	Hours of Operation	Power in kilowatts	
				Night	Day
WCVC	BP-20181116AAB	1330	unlimited	0.026	3.2

2. Station location

State Florida	City or Town Tallahassee
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3. Transmitter location

State FL	County Leon	City or Town Tallahassee	Street address (or other identification) 4015 N Monroe St
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4. Main studio location

State	County	City or Town	Street address (or other identification)
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5. Remote control point location (specify only if authorized directional antenna)

State Does not apply	County Does not apply	City or Town Does not apply	Street address (or other identification) Does not apply
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6. Has type-approved stereo generating equipment been installed?



Yes



No

7. Does the sampling system meet the requirements of 47 C.F.R. Section 73.68?



Yes



No



Not Applicable

Attach as an Exhibit a detailed description of the sampling system as installed.

 Exhibit No.
Does Not Apply
8. Operating constants:

RF common point or antenna current (in amperes) without modulation for night system 0.42		RF common point or antenna current (in amperes) without modulation for day system 4.63	
Measured antenna or common point resistance (in ohms) at operating frequency Night 149	Day 149	Measured antenna or common point reactance (in ohms) at operating frequency Night -j 33	Day -j 33

Antenna indications for directional operation

Towers	Antenna monitor Phase reading(s) in degrees		Antenna monitor sample current ratio(s)		Antenna base currents	
	Night	Day	Night	Day	Night	Day
Section does not apply						

Manufacturer and type of antenna monitor:

Entire section does not apply

SECTION III - Page 2

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

Type Radiator guyed tower	Overall height in meters of radiator above base insulator, or above base, if grounded. 76.2	Overall height in meters above ground (without obstruction lighting) 76.2	Overall height in meters above ground (include obstruction lighting) 76.2	If antenna is either top loaded or sectionalized, describe fully in an Exhibit. <div>Exhibit No. Does not apply</div>
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Excitation ☐ Series ☒ Shunt ☐ Folded unipole

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

North Latitude 30 ° 30 ' 34 "	West Longitude 84 ° 20 ' 07 "
--	--

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.
Engr'ing statement

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

Exhibit No.
Engr'ing statement


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

No changes; facility was built in accordance with the CP provisions

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

Does not apply

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) George Michael Patton	Signature (check appropriate box below) 
Address (include ZIP Code) 12231 Industriplex Blvd Suite C Baton Rouge, LA 70809	Date August 20, 2019 Telephone No. (Include Area Code) 225-752-4189

☐ Technical Director

☐ Registered Professional Engineer

☐ Chief Operator

☒ Technical Consultant

☐ Other (specify)

WCVC (AM), TALLAHASSEE, FLORIDA

FCC FORM 302-AM

SPECIAL OPERATING CONDITIONS

La Promesa Foundation accepts conditions #1, #2, #3, #5 and #6. This statement is attached to the Form 302-AM application called for in condition #2.

In order to comply with condition #4, we attach the following:

1. An Engineering Statement of Michael Patton & Associates, Baton Rouge, Louisiana; and
2. A copy of our lease with Faith Radio Network, Inc., owner of the tower which WCVC is using to diplex its signal; at Section 7, it can be seen that La Promesa Foundation is responsible for the maintenance of the duplexing equipment.

Engineering Statement

in support of

FCC Form 302-AM

August, 2019

WCVC

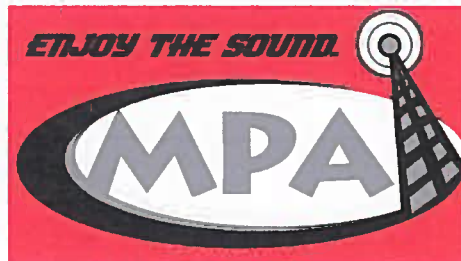
Tallahassee, Florida

licensed to:

La Promesa Foundation

prepared by:

Michael Patton & Associates
Baton Rouge, Louisiana
www.michaelpatton.com



Engineering Statement in Support of Form 302-AM**Overview:**

La Promesa Foundation, licensee of WCVC, Tallahassee, Florida, is the holder of Construction Permit # BP-20181116AAB, granting them authority to move their transmitter from their prior site, where they were diplexed with WHBT, now dark, to the site of existing station WFRF and to construct a diplexed facility allowing both stations to use the same tower at that existing site. La Promesa contracted with my firm, Michael Patton & Associates, to redesign, modify, and install the diplexer from the former site, and to prepare the instant Form 302 and exhibits. Concurrently with this filing, a separate Form 302 requesting direct measurement of power for WFRF is also being filed. All work has been completed; the details are discussed below.

Description of diplexer and installation:

The existing diplexer was built by Kintronic Labs, and consists of 3 separate enclosures, one for each station and a third for a pre-matching network. The diplexer was carefully redesigned and modified to properly isolate the two stations and match the new antenna's impedance to the coaxes. The diplexer traps use series pass/reject main filters and shunt pass/reject secondary filters. The tuning unit sections use conventional lagging tee networks. All capacitors in the traps are vacuum types for temperature stability. During installation, the filters were carefully tuned to pass each station's power to the tower while minimizing any signal from one transmitter being backfed into the other; excellent isolation was obtained. The antenna impedance and current are measured at the output of the ATU sections rather than at the outputs going to the antenna to prevent interference between the two stations when measuring the antenna current or impedance.

Intermodulation Product Measurements:

After the modifications were completed, field measurements were made on all second and third order intermodulation products; all were found to be below the FCC limits for such emissions. These results are shown in this exhibit. No other intermod products were observed during a careful sweep of the entire relevant spectrum on both a car radio, a spectrum analyzer, and a Potomac FIM-41.

Construction Permit Special Conditions:

Special Condition 1: Permittee has installed a type accepted transmitter (Harris DAX-5).

Special Condition 2: This application is being filed well before the CP expires.

Special Condition 3: Permittee agrees to reduce power and/or cease operations as necessary to protect persons having access to the site from excessive RFR exposure.

Special Condition 3: Permittee has installed a properly-designed diplexer, and made the required intermodulation measurements, included herein. Included with this application is a copy of a firm agreement between the licensees of WCVC and WFRF regarding their shared responsibility regarding maintenance and elimination of any spurious signal objections.

Special Condition 5: The existing system for WFRF (1070 kHz), consisting of 120 radials at least 70 meters (111.9° at 1330 kHz) in length, satisfies this condition.

All special conditions from the Construction Permit have been complied with.

Engineering Statement in Support of Form 302-AM

Conclusions:

The WCVC/WFRF diplexer modification and installation have been completed in a professional manner and is fully functional. All specifications and conditions set forth in the WCVC Construction Permit have been fully met. The instant application has been carefully prepared in all particulars and should be granted, as should Program Test Authority after initial review of this application.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "G. Michael Patton".

George Michael Patton
Michael Patton & Associates
August 20, 2019

Engineering Statement in Support of Form 302-AM
Antenna Impedance & Currents:

<u>Measurement Point:</u>	<u>Impedance:</u>	<u>Day Power:</u>	<u>Day Current:</u>	<u>Night Power:</u>	<u>Night Current:</u>
input to diplexer filter	149 -j 33 Ohms	3.2 kW	4.63 A	0.026 kW	0.42 A

Intermodulation measurements:

F1 (WFRF):	Signal level:	F2 (WCVC):	Signal level:
1070 kHz	3500 mV/m	1330 kHz	2100 mV/m

<u>Product type:</u>	<u>Frequency:</u>	<u>Measured signal:</u>	<u>Calculated Suppression (note 3):</u>
F1 - F2	260 kHz	-99 dBm	-83 dBc (note 2)
F1 + F2	2400 kHz	30 μ V/m	-97 dBc
2F1 - F2	810 kHz	100 μ V/m	-86 dBc
2F1 + F2	3470 kHz	50 μ V/m	-92 dBc
2F2 - F1	1590 kHz	70 μ V/m	-90 dBc
2F2 + F1	3730 kHz	30 μ V/m	-97 dBc
3F1 - F2	1880 kHz	20 μ V/m	-100 dBc
3F1 - 2F2	550 kHz	35 μ V/m	-96 dBc
3F2 - F1	2920 kHz	12 μ V/m	-105 dBc
3F2 - 2F1	1850 kHz	20 μ V/m	-100 dBc

Notes:

1. All measurements were made in accordance with Section 73.44(d) of the FCC Rules. Readings were taken at a distance of approximately 0.5 kilometer from the tower, with WFRF operating at its licensed daytime power level of 10.0 kW and WCVC operating at its CP-authorized daytime power level of 3.2 kW.
2. All signals were measured using a Potomac FIM-41, S/N 2208, except for the 260 kHz signal, which was measured with an Anritsu MS2712E spectrum analyzer with a broadband shielded loop antenna. The analyzer measured the WCVC carrier level at -16 dBm.
3. Calculated suppression levels are shown relative to the WCVC carrier. The required suppression level of all spurious and harmonic radiation, as per 73.44(b) of the FCC Rules, is -78 dBc for WVCV, and -80 dBc for WFRF. No intermodulation product signal came close to either limit.

LEASE AGREEMENT
Between LaPromesa Foundation dba Guadalupe Radio Network
and Faith Radio Network, Inc.

LaPromesa Foundation dba Guadalupe Radio Network (known in this document as Lessee) agrees in this Lease Agreement with the Faith Radio Network, Inc. (known in this document as the Lessor) the following:

- 1) Site and Premises. This Lease Agreement is made between the above parties for consideration at the WFRF AM tower and its transmitter building located at 4015 North Monroe Street, Tallahassee, FL 32303 in Leon County, Florida.
- 2) The initial term of this Lease Agreement will begin January 1, 2019 and will be for 120 months. The Lease will automatically renew unless Lessee notifies Lessor in writing of Lessee's intent not to renew no less than 180 days prior to the end of the then-current term as given below in Point #3.
- 3) The lease payment terms made by the Lessee will be as follows:
January 1, 2019 – December 31, 2020 in the amount of \$1500 per month.
January 1, 2021 – December 31, 2022 in the amount of \$1600 per month
January 1, 2023 – December 31, 2024 in the amount of \$1700 per month
January 1, 2025 – December 31, 2026 in the amount of \$1800 per month
January 1, 2027 – December 31, 2028 in the amount of \$1900 per month
- 4) This Lease Agreement will be renegotiated for the years following December 31, 2028 if agreed upon by the Lessee and the Lessor.
- 5) The Lessee agrees to provide the cost of their own electrical and utility expenses.
- 6) The Lessee agrees to provide their own insurance for Diplexer equipment at the tower site and any equipment and items within the Lessor's building.
- 7) The Lessee shall maintain the working order of its equipment and not holding the Lessor responsible for any maintenance or repairs.
- 8) The Lessee agrees to provide its own security monitoring if they choose for the security of their equipment at the tower site and in the Lessor's building.
- 9) Payment by the Lessee is due by the first of each month with a 10% penalty after the tenth of each month if unpaid. Payment is to be made to:
Faith Radio Network, Inc.
PO Box 181000
Tallahassee, FL 32318

- 10) This Lease Agreement will end 60 days after any default of the stated lease payments within this Lease Agreement.
- 11) The Lessee will pay for any preparation needed to the Lessor's tower and transmitter building site for their equipment, etc.
- 12) Lessee's permitted equipment shall not cause measurable interference with the equipment of the Lessor. In the event such interference does take place, the Lessee will take steps necessary to correct and eliminate the interference at their expense.
- 13) Indemnifications:

Lessor shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to the acts or omissions of Lessor, its contractors, subcontractors, agents, or representatives; or the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that the Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that the Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessor, which will not be unreasonably delayed, conditioned, or withheld.

Lessee shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, any damage to property, or loss of revenues due to the acts or omissions of Lessee, its Contractors, subcontractors, agents, or representatives; or the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that the Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

- 14) Waivers. Each party hereto waives any and all claims to its principals, employees, representatives and agents for damage to any person or to the Site, the Premises, and any improvement thereon that are caused by or result from risks insured against under any insurance policies carried and in force at the time of damage or risk which would be covered by the insurance which each party is required to carry. Lessor and Lessee will cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against Lessee/Lessor in connection with any damage covered by any policy.
- 15) Equipment. Should the Lessee desire to add, reduce, modify or in any other way change the permitted equipment, and/or permitted frequencies contained herein, then Lessee shall submit such request to Lessor for Lessor's approval.
- 16) Removal. Lessee shall at its sole cost and expense remove its equipment from the premises if this Lease Agreement expires or is terminated. If Lessee fails to remove its equipment within 10 days after the expiration or termination of this Lease Agreement, Lessor has the right (but not obligation) to immediately disconnect and remove Lessee's equipment from the site, and Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, removal, and storage expenses, if any.
- 17) Lessor and Lessee shall obtain and maintain all applicable federal (and FCC rules), state, and local authorizations and fees necessary to perform its obligations under this Lease.
- 18) Lessee shall not permit any third party to operate its permitted equipment or its permitted frequencies, and shall promptly pay all charges, taxes, assessments and fees which may be imposed by any governmental authority.
- 19) Lessor may reasonably inspect the site and make any necessary repairs or perform required work applicable to laws and regulations. Lessor reserves the right to replace or rebuild any tower, building, or structure on the Site.
- 20) Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its permitted equipment and permitted frequencies and guarantees it will operate according to all FCC rules and other regulations imposed by the city, county, and/or state.
- 21) Lessee represents that it has examined the tower, the building, and has determined it suitable for the Lessee's intended use and is satisfactory to the Lessee and acceptable in its current condition. The Lessor has no obligation to make alterations or improvements to the premises or site.
- 22) Lessee will not allow any liens of record to stand against the site.

23) Site Damage. If the site is fully or partially destroyed or damaged resulting from acts of God, floods, vandalism, or other causes not within the reasonable control of the Lessee or Lessor, each party will be blameless and must secure at its own expense or through insurance settlements for rebuilding. If Lessee is unable to conduct its operations for a period of at least 72 hours, Lessor shall notify Lessee within ten days whether or not it intends to consider rebuilding. If Lessor elects not to rebuilt, this Lease Agreement will terminate as of the date the site was damaged. If Lessor decides to rebuild, each party will provide at its own expense or by insurance claim the necessary rebuilding of equipment and building. If Lessee wishes to continue with the Lease Agreement, Lessee shall be entitled to an abatement of rent for the time it is unable to conduct its normal operations if a timely rebuilding is undertaken.

24) Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, its permitted equipment, or any part thereof to be used by others without the express written approval of Lessor in its sole discretion.

25) Termination: This lease may be terminated by either party by giving written notice to the other party at the addresses listed below 120 days prior to the requested termination date.

THE PARTIES BELOW HAVE EXECUTED THIS LEASE BY THEIR SIGNATURES.

LESSOR: Faith Radio Network, Inc.
4015 N. Monroe Street, Tallahassee, FL 32303

By: Scott A. Beigle
Scott Beigle, President

Date: 11/19/18

LESSEE: La Promesa Foundation dba Guadalupe Radio Network
1406 E. Garden Ln., Midland, TX 79701

By: Len Oswald
Len Oswald, President

Date: 11/19/18