

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
FM Translator, W279CT, Clermont, Florida,)	Facility ID No. 142410
)	FRN: 0004374534
Request for Tolling of Construction Permit,)	
CDBS File No. BPFT-20171201AOQ)	

Attn: Chief, Media Bureau – Audio Division

REQUEST FOR TOLLING OF CONSTRUCTION PERMIT

Central Florida Educational Foundation, Inc. (“CFEF”), licensee of FM translator W279CT, Clermont, Florida (Facility ID No. 142410) (“W279CT”), pursuant to Section 73.3598(b) of the Commission’s rules,¹ hereby respectfully requests tolling of W279CT’s modified construction permit, CDBS File No. BPFT-20171201AOQ (“Modified Construction Permit”), or if necessary, waiver of the Commission’s tolling rules to allow for an extension of W279CT’s Modified Construction Permit to account for delays in the construction of W279CT’s modified facilities due to the ongoing COVID-19 pandemic. Based on the unusual, rare, and extraordinary circumstances described below, CFEF seeks tolling of W279CT’s Modified Construction Permit for 6 months – i.e., until October 1, 2022.

I. BACKGROUND

W279CT was granted its initial license on February 25, 2014.² On December 1, 2017, CFEF filed an application for W279CT’s Modified Construction Permit to enhance the station’s service area by increasing its power from 0.18 kW to 0.25 kW and increasing its antenna height

¹ 47 C.F.R. § 73.3598(b). *See also* 47 U.S.C. § 319(b).

² Declaration of James S. Hoge ¶ 3 (“Hoge Declaration”), attached hereto as **Attachment A**. *See also* License Authorization, CDBS File No. BLFT-20140129ALS.

from 55 meters (RCAGL) to 71 meters (RCAGL).³ W279CT's Modified Construction Permit was subsequently granted on April 1, 2019, with an expiration date of April 1, 2022.⁴

Construction and operation of W279CT's new facilities requires the replacement of the existing 55.2-meter tower with a new 76.2-meter tower at W279CT's current location in Lake County, Florida.⁵ Understanding the long process involved, CFEF undertook steps beginning in August 2021 toward obtaining the necessary approvals. While the requisite approvals for W279CT's new tower were obtained from the FCC and the Federal Aviation Administration ("FAA") with sufficient time to allow timely construction, construction of W279CT's new tower has not yet been begun due to construction and equipment delays caused by the COVID-19 pandemic.⁶

Specifically, the move of a power line feed necessary for the construction of W279CT's new tower was significantly delayed because of the COVID-19 pandemic.⁷ While the initial surveys necessary for the power line realignment have been completed, the realignment cannot be completed until the building permits are issued for the new tower.⁸ W279CT's new tower

³ Hoge Declaration ¶ 4. *See also* Application for Minor Change to a Licensed Facility, CDBS File No. BPFT-20171201AOQ.

⁴ Hoge Declaration ¶ 5. *See also* Construction Permit Authorization, CDBS File No. BPFT-20171201AOQ.

⁵ Hoge Declaration ¶ 6.

⁶ Hoge Declaration ¶ 7. *See also* ASRN 1063313, File No. A1129859 (filed Feb. 11, 2019, granted April 1, 2019) ("ASRN 1063313 Modification Application").

⁷ Hoge Declaration ¶ 8. *See also* Letter from Tom Perley, Construction Services, to Brian Kerkan, Director of Engineering, Z. Ministries, Inc. at 1 (Feb. 22, 2022) ("Perley Letter"), attached hereto as **Attachment D**. Mr. Kerkan is serving as CFEF's engineer supervising the construction of W279CT's new tower. Hoge Declaration ¶ 8.

⁸ Hoge Declaration ¶ 9.

owner, WPOZ / Charitable Ministry Support, Inc. (“WPOZ”),⁹ has been actively working to complete its building permit application and anticipates that the permit application will be submitted by mid-March 2022.¹⁰ CFEF anticipates that the building permits will be issued within 30 days following the submission of the application.¹¹

While WPOZ has received a quote for the new tower from its manufacturer, Sabre Towers and Poles (“Sabre”), the tower order cannot be finalized and, thus, the tower cannot be delivered to WPOZ until the building permits are issued.¹² Furthermore, Sabre has informed WPOZ that it anticipates delays in the manufacture and delivery of W279CT’s new tower due to supply chain issues caused by the COVID-19 pandemic.¹³ Accordingly, construction of W279CT’s new facilities cannot be completed until the new tower’s building permits are issued, the power line realignment is completed, and the new tower is ordered and subsequently delivered to WPOZ.¹⁴

II. DISCUSSION

A permittee of an FM translator station may seek additional time to construct a station’s facilities pursuant to a request for waiver of the tolling standard under Section 73.3598(b) of the Commission’s rules upon a showing of “rare and exceptional circumstances . . . beyond [the

⁹ See ASRN 1063313 Modification Application.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* ¶ 10. Letter from Terrence Becht, Broadcast Sales Manager, Sabre Towers and Poles, to Brian Kerkan, Director of Engineering, Z. Ministries, Inc. (Feb. 14, 2022) (“Sabre Letter”), attached hereto as **Attachment B**; Tower Quote (May 11, 2021), attached hereto as **Attachment C**.

¹³ Hoge Declaration ¶ 10. See also Sabre Letter at 1.

¹⁴ Hoge Declaration ¶¶ 8-12.

permittee's] control.”¹⁵ The Commission may grant a waiver for good cause shown.¹⁶ A waiver is appropriate where the particular facts make strict compliance inconsistent with the public interest.¹⁷ In considering a waiver, the Commission may take into account considerations of hardship, equity, or more effective implementation of overall policy on an individual basis.¹⁸ Such a waiver is appropriate if circumstances warrant a deviation from the general rule, and such deviation will serve the public interest.¹⁹ As explained below, such special, rare, and extraordinary circumstances exist in the present case of W279CT.

CFEF has made significant progress in completing construction of W279CT's facilities pursuant to its Modified Construction Permit. To date, WPOZ has obtained approval from the FCC, FAA, and local zoning authorities for the construction of W279CT's new tower. Delays in construction of W279CT's new tower caused by the ongoing COVID-19 pandemic, however, have prevented WPOZ from constructing W279CT's new tower. These delays, in turn, have prevented CFEF from completing construction of W279CT's new transmitter facilities by the April 1, 2022 construction deadline.

The current delays in construction of W279CT's facilities stem from delays in completing the power line realignment feed necessary for the construction of W279CT's new tower. The delays in the initial work required for the power line realignment were the result of

¹⁵ See 1998 Biennial Regulatory Review – Streamlining of Mass Media Applications, Rules, and Processes, Memorandum Opinion and Order, 14 FCC Rcd. 17525, 17541, ¶ 42 (1999) (“Streamlining Order”).

¹⁶ 47 C.F.R. § 1.4. See also 47 U.S.C. § 319(b).

¹⁷ *Northeast Cellular Tel. Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990).

¹⁸ *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969), *cert. denied*, 409 U.S. 1027 (1972); *Northeast Cellular*, 897 F.2d at 1166.

¹⁹ *Northeast Cellular*, 897 F.2d at 1166.

shutdowns and the unavailability of personnel stemming from the COVID-19 pandemic.²⁰

Ultimately these delays have restrained WPOZ and CFEF from completing the subsequent necessary steps to complete construction of W279CT's new tower and transmitter facilities:

(1) applying for the necessary tower and power line realignment building permits – which required the completion of the initial surveys by the power company and WPOZ; (2) completion of the power line realignment – which cannot begin until the building permits are issued; and (3) ordering W279CT's new tower from its manufacturer – which cannot be ordered until the building permits are issued.²¹ Sabre predicts that supply chain delays caused by the ongoing COVID-19 pandemic will likely push the delivery date of W279CT's new tower by several months.²² Thus, even if the building permits were issued today and the tower ordered, Sabre's expected delays in production and delivery of W279CT's new tower, however, would prevent CFEF from promptly completing construction of W279CT's facilities before the Modified Construction Permit expiration.

As a result of the delays in construction of W279CT's new tower ultimately caused by the ongoing COVID-19 pandemic, CFEF will be unable to complete construction of W279CT's facilities pursuant to its Modified Construction Permit by the April 1, 2022 deadline. The construction delays are the result of circumstances entirely outside of CFEF's control, and each snag in the construction process has further delayed successive actions necessary to complete construction of W279CT's modified facilities. Nevertheless, CFEF believes that it will be able

²⁰ Hoge Declaration ¶ 8.

²¹ *Id.* ¶¶ 9-10.

²² *See* Sabre Letter at 1.

to complete construction of W279CT's new facilities by an extended construction deadline of October 1, 2022.²³

Grant of this Tolling Request is consistent with the FCC's previous actions allowing FM translator permittees additional time to construct translator facilities where the delay was the result of the COVID-19 pandemic – a circumstance beyond CFEF's, or any broadcaster's, control.²⁴ Furthermore, grant of this tolling request would not be inconsistent with the underlying purpose of the Commission's strict tolling provisions: “expediting new broadcast service and preventing the warehousing of spectrum”²⁵ Here, W279CT is currently on the air and is seeking to enhance its existing service on Channel 279 through the facilities authorized in the station's authorized Modified Construction Permit. Accordingly, granting CFEF an extension of time to construct W279CT's modified facilities would ensure that CFEF is able to enhance the fill-in translator service W279CT will provide to Central Florida listeners for its proposed new primary station, noncommercial educational FM broadcast station WPOZ, Orlando, Florida (Facility ID No. 9876).²⁶ Therefore, good cause exists, and this request should be granted.

²³ Hoge Declaration ¶ 13.

²⁴ See *Media Bureau Announces Availability of Construction Deadline Waivers for Certain FM Translator Stations Awarded in Auctions 99 and 100*, Public Notice, 35 FCC Rcd. 9555, 9556 (2020) (finding that it is in the public interest to permit construction extension requests for cross-service FM translators where delays were caused by the COVID-19 pandemic). See also *Request for Extension of Construction Deadline, K280GX, Freeport, Utah* (Facility ID No. 202843), CDBS File No. BNPFT-20180420AAF (filed April 29, 2021) (granted without decision an extension of construction deadline due to effects of COVID-19 pandemic).

²⁵ *Streamlining Order*, 14 FCC Rcd. at 17539, ¶ 35 (quoting *1998 Biennial Regulatory Review – Streamlining of Mass Media Applications, Rules, and Processes*, Report and Order, 13 FCC Rcd. 23056, 23093, ¶ 90 (1998)).

²⁶ See *Application for Minor Change to a Licensed Facility*, CDBS File No. BPFT-20171201AOQ. W279CT currently rebroadcasts noncommercial educational FM broadcast station broadcast station WMYZ, The Villages, Florida (Facility ID No. 27291).

CONCLUSION

For the foregoing reasons, the Commission should toll the construction deadline for W279CT's Modified Construction Permit for 6 months – i.e., until October 1, 2022 – to ensure CFEF sufficient time to complete construction of the station's modified facilities.

Respectfully submitted,

CENTRAL FLORIDA EDUCATIONAL FOUNDATION, INC.



By:

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Keenan P. Adamchak
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Its Counsel

March 7, 2022

ATTACHMENT A

Declaration of James S. Hoge

DECLARATION OF JAMES S. HOGE

I, **James S. Hoge**, hereby declare that:

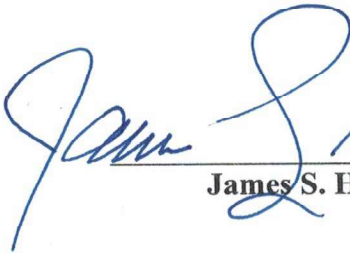
1. I am the President of Central Florida Educational Foundation, Inc. ("CFEF"). I make this declaration voluntarily and in support of CFEF Request for Tolling of Construction Permit ("Tolling Request") for FM translator W279CT, Clermont, Florida (Facility ID No. 142410) ("W279CT").
2. CFEF is the licensee of W279CT.
3. W279CT's initial license was granted on February 25, 2014 (CDBS File No. BLFT-20140129ALS).
4. On December 1, 2017, CFEF filed an application to modify W279CT's license (CDBS File No. CDBS File No. BPFT-20171201AOQ) (the "Modified Construction Permit") to enhance the station's service area by increasing its power from 0.18 kW to 0.25 kW and increasing its antenna height from 55 meters (RCAGL) to 71 meters (RCAGL).
5. W279CT's Modified Construction Permit was granted on April 1, 2019, with an expiration date of April 1, 2022.
6. The facilities specified in W279CT's Modified Construction Permit require the replacement of the existing 55.2-meter tower with a new 76.2-meter tower at the translator's current location in Lake County, Florida.
7. CFEF's affiliate, WPOZ / Charitable Ministry Support, Inc. ("WPOZ") is the owner of W279CT's existing and new towers. WPOZ has obtained the requisite approvals from the FCC and the Federal Aviation Administration ("FAA") for the new tower. Construction of the new tower, however, has not yet commenced due to delays resulting from the ongoing COVID-19 pandemic.
8. As demonstrated by the Letter from Tom Perley, Construction Services, to Brian Kerkan, Director of Engineering, Z. Ministries (who is overseeing construction of W279CT's new tower), attached to the Tolling Request as Attachment C, construction delays originated with the fact that an existing power line at W279CT's site needed to be moved to make room for the construction of the new tower. As a result of COVID-19 shutdowns and unavailability of necessary personnel caused by the COVID-19 pandemic, the power company and WPOZ were delayed in completing their initial surveys required for the filing the necessary permits for the realignment.
9. Initial survey work began on the power line move in August 2021, but the actual realignment cannot be completed until the building permits for the new tower site are issued. Due to delays caused by the pandemic, WPOZ to date has been unable

to finalize its building permit application for the new tower site – including for the power line realignment. Nevertheless, WPOZ has been actively working to prepare and complete the building permit application and expects to have it submitted by mid-March 2022. WPOZ anticipates that the building permits will be issued within 30 days of filing the permit application.

10. While WPOZ has received a quote from the manufacturer for W279CT's new tower (See **Attachment C** to the Tolling Request), WPOZ has not ordered the new tower as a technical change to the tower's proposed construction parameters may be ordered by the Lake County authorities before the building permits are issued. The Letter from Terrence Becht, Broadcast Sales Manager, Sabre Towers and Poles, to Brian Kerkan, Director of Engineering, Z. Ministries, Inc., attached to the Tolling Request as **Attachment B**, demonstrates that WPOZ has been advised by the tower's manufacturer, Sabre Towers and Poles ("Sabre"), to wait until the permits are issued to order the new tower to account for any changes that may be mandated by the county permitting authorities.
11. Moreover, Sabre has advised CFEF to anticipate that supply chain issues resulting from the pandemic will further delay receipt of W279CT's new tower from Sabre once ordered.
12. As a result, WPOZ is unable to complete construction of W279CT's new tower – and CFEF is unable to complete construction of W279CT's new transmitter facilities – by the April 1, 2022 construction deadline.
13. Nevertheless, WPOZ and CFEF believe that the building permits will be issued in time for it to complete construction of W279CT's facilities by an extended construction deadline of October 1, 2022.
14. Tolling of W279CT's April 1, 2022 construction deadline is in the public interest as it would permit CFEF an extension of time to construct W279CT's new facilities – thereby enhancing the vital noncommercial educational service provided by WPOZ(FM), Orlando, Florida (Facility ID No. 9876), which W279CT shall rebroadcast with its new facilities.
15. I have read the Tolling Request, and to the best of my knowledge and belief, the factual statements therein are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: March 7th, 2022

 Hoge, PRES.
James S. Hoge

ATTACHMENT B

**Letter from Terrence Becht, Broadcast Sales Manager, Sabre Towers and Poles, to
Brian Kerkan, Director of Engineering, Z. Ministries, Inc. (Feb. 14, 2022)**

February 14, 2022

Brian Kerkan
Director of Engineering
Z Ministries, Inc.
1065 Rainer Drive
Altamonte Springs, FL 32714

Brian,

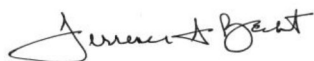
I just wanted to update you on the current production status and trends we are encountering in the current COVID environment. Sabre is considered an essential supplier and therefore have been able to keep production moving forward with the delays encountered associated with interruption to normal production schedules due to personnel challenges (positive testing). For this reason, we have had to change our normal delivery schedules and, in most cases, doubled the production time.

COVID has also created other issues with purchased materials availability. It has caught up with the supply chain, delaying materials originating internationally. This has caused more challenges than that of production. Since some purchased items utilize raw materials from other countries, it is hard to predict the delays until orders are released and availability is confirmed at that time. Sabre is currently working on projects that have had items on order for more than 8 months and still not delivered.

For those reasons, before we can determine the actual delivery date of your project, we first need to review the local building permit once it is issued. I understand that COVID has really slowed this process down for you. Since your site has many limitations and restrictions, I encourage you to first have the local permit before releasing us to finish the fabrication and installation of the tower. A change in the setbacks or fall requirements can have a huge impact on the tower and foundation design.

Sabre is ready to complete the project once all your approvals are completed. Please let us know what we can do to help.

Thanks,



Terrence Becht
Broadcast Sales Manager
Sabre Towers and Poles

ATTACHMENT C

Tower Quote



May 11, 2021

WMYZ-FM
1065 Rainer Dr.
Altamonte Springs, FL 32714

Attn: Brian Kerkan
407-949-7023

Dear Brian:

Per your recent request, please find following our revised quotation for a 250' Sabre Model 3600SRWD guyed tower.

If you have any questions or require further information, please feel free to contact me at (512) 667-4034.

Sincerely,
SABRE INDUSTRIES

A handwritten signature in dark ink, appearing to read "Terry Becht", is written over the printed name.

Terry Becht
Broadcast Sales Representative

Enclosure: Per Above

TAB: rr

PROPOSAL

Prepared for: **WMYZ-FM**
1065 Rainer Dr.
Altamonte Springs, FL 32714
Attn: Brian Kerkan

Proposal No.: **16-6016-TAB-R4 Option III**
Date: **05/11/21** Page **1** of **5**
Reference: **250' 3600SRWD/Clermont, FL**
Freight: **Origin**

SABRE MODEL 3600SRWD GUYED TOWER

Quantity of one (1) 250' Sabre Model 3600SRWD guyed tower.

The tower will be triangular in design 3' - 0" on a face and consisting of all solid welded 20' sections.

Tower will have two (2) anchors in each direction, at 27°, 147° and 267° degrees azimuths to North, with a 100' inner guy radius with the relative elevations shown and a 140' outer guy radius with the relative elevations shown.

See the tower profile included in this proposal for the design parameters.

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) 6014-2/2 Panel Antenna Array		X	240'	(1) 1 5/8"	N/A	Unknown	Special Mounts		X
2	(1) HX8-6W-4GF		X	220'	(1) EW63	6 GHz	322.5°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X
3	(1) VHLP6-6W/A		X	210'	(1) EW63	6 GHz	87.43°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X
4	(1) VHLP6-6W/A		X	195'	(1) EW63	6 GHz	98.58°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X
5	(2) Dielectric TUA-M		X	187'	(2) 1 5/8"	N/A	Unknown	Two (2) Flush Mounts 2-3/8" O.D. Pipe		X
6	(1) Nikom BKG77, 1-Bay FM Antenna		X	180'	(1) 1 1/4"	N/A	Unknown	Leg Mounted on Mounts Supplied by Antenna Manufacturer		X
7	(1) 6' Grid Dish		X	172'	(1) 7/8"	0.95 GHz	0°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
8	(1) 3' Solid Dish		X	120'	(1) Cat 5	5 GHz	0°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X
9	(9) 6' x 1' x 6in Panel Antennas		X	100'	(9) 1 5/8"	N/A	Unknown	Three (3) 12' V-Boom Sector Mounts with 3' Standoff		X
10	(9) 6' x 1' x 6in Panel Antennas		X	80'	(9) 1 5/8"	N/A	Unknown	Three (3) 12' V-Boom Sector Mounts with 3' Standoff		X

**This tower has been designed with a 100' fall radius.*

ITEM I TOWER MATERIALS.....\$51,583.00
Estimated Applicable Sales Tax\$ 3,094.98

Materials to be provided include:

Complete tower steel and hardware
Complete guying system
Base material and standard deadman anchor arms (see notes)
Climbing ladder incorporated into one (1) face
Waveguide support ladder incorporated into three (3) faces
One (1) 4-1/2" O.D. leg dish mount with one (1) tieback clip kit at the 172' elevation
Required stabilizers
Required lighting mounts
Safety cable kit without harness (250')
TIA standard grounding kit
One (1) 3' x 5/8" lightning rod copper clad
P.E. stamped fall radius letter
Final erection drawings



PROPOSAL

Prepared for: WMYZ-FM
1065 Rainer Dr.
Altamonte Springs, FL 32714
Attn: Brian Kerkan

Proposal No.: 16-6016-TAB-R4 Option III
Date: 05/11/21 Page 2 of 5
Reference: 250' 3600SRWD/Clermont, FL
Freight: Origin

ITEM II	LIGHTING SYSTEM	\$10,865.00
	Estimated Applicable Sales Tax	\$ 651.90

One (1) TWR (E1) LED Dual Light system with strobe cable and SO cord (200'-350') (C30058105) designed in accordance with FAA and FCC specifications.

ITEM III	PAINT	
	Field Applied High Build DTM Polyaspartic Paint by Others	\$ 1,555.00
	(Seven (7) gallons orange and Six (6) gallons white)	
	Estimated Applicable Sales Tax	\$ 93.30
	Labor to paint tower.....	\$

ITEM IV	DISMANTLE AND REMOVAL	\$34,414.00
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Remove/Discard Existing 180' Tower and Appertances

Use two cranes to remove the existing tower to avoid putting people on the existing tower

ITEM V	TOWER ERECTION	\$57,912.00
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The following is included in the erection price:

Offload tower materials from truck and inventory
Erect tower steel complete
Install one (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 172' elevation
Install safety cable kit without harness (250')
Install TIA standard grounding kit
Install one (1) 3' x 5/8" lightning rod copper clad
Install lighting system

Optional price to install each 10' TX bridge

TOWER FREIGHT TO LAKE COUNTY, FLORIDA	\$ 4,202.00
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ANCHOR FREIGHT TO LAKE COUNTY, FLORIDA	\$ 520.00
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PROPOSAL

Prepared for: **WMYZ-FM**
1065 Rainer Dr.
Altamonte Springs, FL 32714
Attn: Brian Kerkan

Proposal No.: **16-6016-TAB-R4 Option III**
Date: **05/11/21** Page **3** of **5**
Reference: **250' 3600SRWD/Clermont, FL**
Freight: **Origin**

OPTIONS:	One (1) 4-1/2" O.D. Leg Dish Mount with Two (2) Tieback Clip Kits for the 220' Elevation.....	\$ 434.00
	Estimated Applicable Sales Tax	\$ 26.04
	Installation (each).....	\$ 450.00
	One (1) 4-1/2" O.D. Leg Dish Mount with One (1) Tieback Clip Kit for the 210' Elevation.....	\$ 378.00
	Estimated Applicable Sales Tax	\$ 22.68
	Installation (each).....	\$ 450.00
	One (1) 4-1/2" O.D. Leg Dish Mount with One (1) Tieback Clip Kit for the 195' Elevation.....	\$ 378.00
	Estimated Applicable Sales Tax	\$ 22.68
	Installation (each).....	\$ 450.00
	Flush Mount with 2-3/8" O.D. Pipe for the 187' Elevation (each).....	\$ 245.00
	Estimated Applicable Sales Tax	\$ 14.70
	Installation (each).....	\$ 200.00
	One (1) 4-1/2" O.D. Leg Dish Mount for the 120' Elevation.....	\$ 337.00
	Estimated Applicable Sales Tax	\$ 20.22
	Installation (each).....	\$ 200.00
	Three (3) 12' V-Boom Sector Mounts with 3' Standoff each for the 100' Elevation.....	\$ 4,911.00
	Estimated Applicable Sales Tax	\$ 294.66
	Installation (each).....	\$ 1,500.00
	Three (3) 12' V-Boom Sector Mounts with 3' Standoff each for the 80' Elevation.....	\$ 4,911.00
	Estimated Applicable Sales Tax	\$ 294.66
	Installation (each).....	\$ 1,500.00
	Waveguide Bridge 2-Leg 2' x 10' (13' Direct Burial) with Three (3) 2 Level Trapeze Kits (each)	\$ 575.00
	Estimated Applicable Sales Tax	\$ 34.50
	Installation (each).....	\$ 1,250.00
	P.E. Certified Foundation Design.....	\$ 500.00
	P.E. Certified Tower Profile Drawing	\$ 500.00

NOTES: Terms will be reviewed upon receipt of order.

Wind induced vibrations, such as vortex shedding and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.

The permit package includes a profile drawing of the structure with member sizes; anchor details; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

This quotation is based on ANSI/TIA-222-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.



PROPOSAL

Prepared for: WMYZ-FM
1065 Rainer Dr.
Altamonte Springs, FL 32714
Attn: Brian Kerkan

Proposal No.: 16-6016-TAB-R4 Option III
Date: 05/11/21 Page 4 of 5
Reference: 250' 3600SRWD/Clermont, FL
Freight: Origin

Foundation and anchor designs are based strictly on ANSI/TIA-222-H. Any additional requirements may result in increased foundation size and price.

Dimensional information is preliminary only; it may change based on final engineering.

All Sabre mounts are quoted with support pipes of appropriate length for most applications if not otherwise specified. If different support pipe lengths are required at the time of the order, additional costs may be incurred.

Cable type safety climbing device provided does not include harness.

If anchors other than our standard deadman anchor arms are required, additional charges will be incurred.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

Site must be easily accessible for trucks delivering tower steel and concrete, cranes, drill rigs, and all other equipment required to perform the job.

Foundation installation price quoted foundations based on presumptive clay soil, per TIA-222-G and is subject to change once Sabre Industries receives a soils report.

Customer to secure all permits.

This quote is based on non-union, non-prevailing wages, and non-winter working conditions.

All deviations, alterations, field changes, engineering changes, or architectural changes to the implied scope of work will be bill accordingly on a time a materials basis.

Any downtime or remobilization due to circumstances beyond our control will be billed accordingly.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided and installed by others.

All tower materials will be hot dip galvanized as outlined in ASTM A-123.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

If a Customer requests to pick up a tower, a \$300.00 per truck charge may apply for dunage and loading.

Storage charges of \$350.00 per month may apply starting sixty (60) days after original scheduled ship date.

Due to material and freight price fluctuations, Sabre reserves the right to review all material and freight pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.



PROPOSAL

Prepared for: WMYZ-FM
1065 Rainer Dr.
Altamonte Springs, FL 32714
Attn: Brian Kerkan

Proposal No.: 16-6016-TAB-R4 Option III
Date: 05/11/21 Page 5 of 5
Reference: 250' 3600SRWD/Clermont, FL
Freight: Origin

The lighting system quoted assumes that there will be an unobstructed view of the beacons in all directions. It is the Customer's responsibility to ensure that the lighting kit quoted meets all Federal, State, and Local ordinances for tower height and lighting type.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery of tower materials will be approximately 8 weeks after receipt of required information and contingent upon backlog at the time of order.

=====

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Industries.

=====

Submitted By: Sabre Industries

Terry Becht
Broadcast Sales Representative

Acceptance of Customer:

Please enter our order for the above items
in accordance with this proposal.

Signature _____

Name (print) _____

Title _____ Date _____

Purchase Order No. _____

Designed Appurtenance Loading

Elev	Description	Tx-Line	Elev	Description	Tx-Line
250	Lights & Lightning Rod	(1) 1"	187		
245	(1/2) 6014-2/2 Panel Antenna Array w/ Special Mounts	(1) 1 5/8"	187		
235	(1/2) 6014-2/2 Panel Antenna Array w/ Special Mounts		180	Flush Mount	
220	Leg Dish Mount		180	(1) BKG77	(1) 1 1/4"
220	(1) 8' H.P. Dish	(1) EW63	172	Leg Dish Mount	
210	Leg Dish Mount		172	(1) 6' Grid Dish	(1) 7/8"
210	(1) VHLPX6-6W-6WH	(1) EW63	120	Leg Dish Mount	
195	Leg Dish Mount		120	(1) 3' Solid Dish	(1) Cat 5
195	(1) VHLPX6-6W-6WH	(1) EW63	100	3V-Boom - 12ft Face - 3ft Standoff	
187	(2) Dielectric TUA-M	(2) 1 5/8"	100	(9) 6' x 1' x 6in Panel	(9) 1 5/8"
187	Flush Mount		80	3V-Boom - 12ft Face - 3ft Standoff	
187	Flush Mount		80	(9) 6' x 1' x 6in Panel	(9) 1 5/8"



Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

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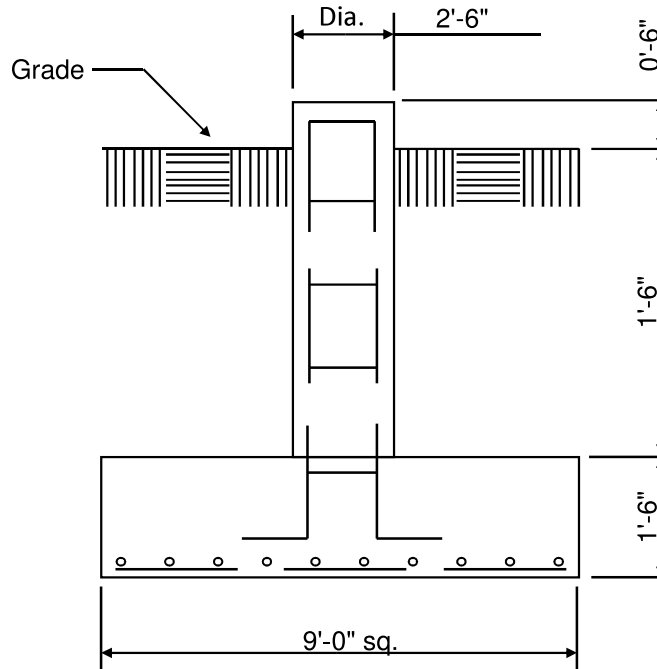
Quote:	16-6016-TAB-R4 Opt. 3		
Customer:	WVMYZ-FM		
Site Name:	Clermont, FL		
Description:	250' 3600SRWD		
Date:	5/3/2021	By: RKR	Page: 2

Customer: WMYZ-FM

Site: Clermont, FL

250' model 3600 SRWD Guyed Tower (36" face)

PRELIMINARY -NOT FOR CONSTRUCTION-



TOWER BASE

(4.86 Cu. Yds.)

(NOT TO SCALE)

Rebar Schedule

<u>Rebar Schedule</u>	
Pier	(6) #7 vertical rebar w/ #3 ties @12" spacing
Pad	(10) #7 horizontal rebar each way, evenly spaced, bottom only

Notes

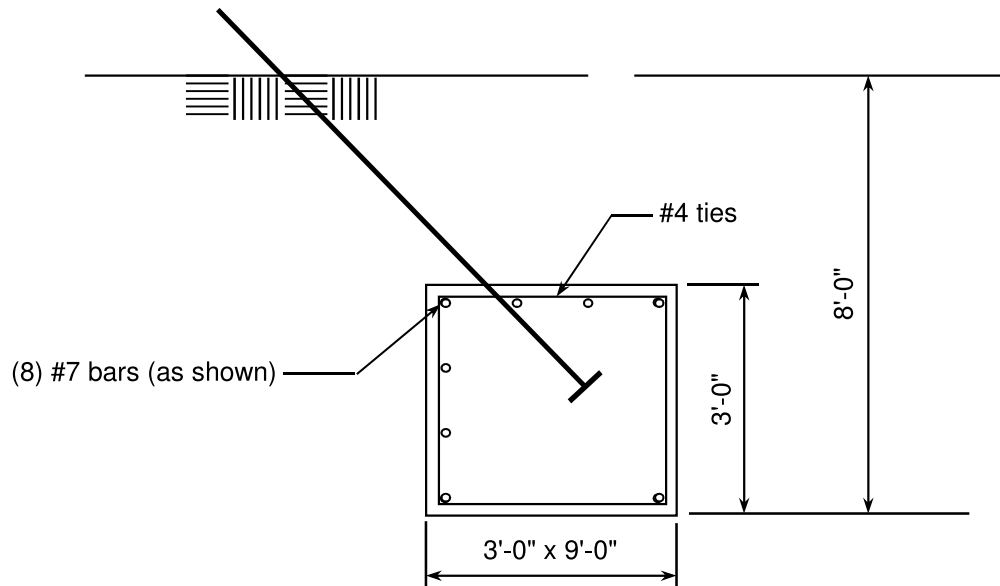
- 1) Concrete shall have a minimum 28-day compressive strength of 5,000 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Universal Engineering Sciences, Project No. 0130.0800265.0000 dated: August 22nd, 2008.
- 6) See the geotechnical report for compaction requirements, if specified.

Customer: WMYZ-FM

Site: Clermont, FL

250' model 3600 SRWD Guyed Tower (36" face)

PRELIMINARY -NOT FOR CONSTRUCTION-



INNER GUY ANCHOR

(3.00 Cu. Yds. Each)

(3 REQUIRED; NOT TO SCALE)

Rebar Schedule Per Anchor	
Guy	(8) #7 horizontal rebar x 8'-6"
Anchor	(10) #4 ties evenly spaced

Notes

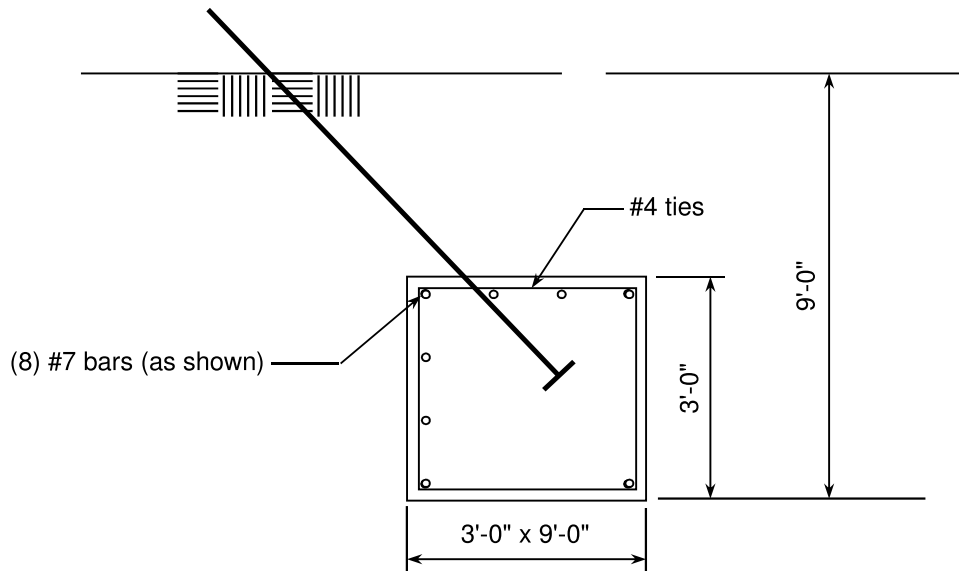
- 1) Concrete shall have a minimum 28-day compressive strength of 5,000 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) The foundation design is based on the geotechnical report by Universal Engineering Sciences, Project No. 0130.0800265.0000 dated: August 22nd, 2008.
- 5) When the soil electrical resistivity is less than 50 ohm-m and/or the measured soil pH values are below 3 or greater than 9, additional corrosion control is required. See the geotechnical report for these parameters and compaction requirements, if specified.

Customer: WMYZ-FM

Site: Clermont, FL

250' model 3600 SRWD Guyed Tower (36" face)

PRELIMINARY -NOT FOR CONSTRUCTION-



OUTER GUY ANCHOR

(3.00 Cu. Yds. Each)

(3 REQUIRED; NOT TO SCALE)

Rebar Schedule Per Anchor	
Guy	(8) #7 horizontal rebar x 8'-6"
Anchor	(10) #4 ties evenly spaced

Notes

- 1) Concrete shall have a minimum 28-day compressive strength of 5,000 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) The foundation design is based on the geotechnical report by Universal Engineering Sciences, Project No. 0130.0800265.0000 dated: August 22nd, 2008.
- 5) When the soil electrical resistivity is less than 50 ohm-m and/or the measured soil pH values are below 3 or greater than 9, additional corrosion control is required. See the geotechnical report for these parameters and compaction requirements, if specified.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 1 OF 3

1. **ACCEPTANCE:** Proposal valid for thirty (30) days. Acceptance of order/contract by Sabre Communications subject to credit approval. All prices and clerical errors are subject to change and/or correction without notice. The work to be accomplished, as a result of this proposal is limited strictly to the work outlined in this proposal. No changes are valid unless in writing. **SUBMISSION OF A PURCHASE ORDER IN RESPONSE TO A SABRE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.**
2. **TERMS:** Net thirty (30) days from date of invoice. Invoices shall be issued, at the sole discretion of Sabre, upon substantial completion of each phase of construction. Invoices not paid within thirty (30) days of invoice date shall, as an additional remedy, accrue interest at the rate of 1 1/2% per month (or maximum legal rate, whichever is greater) from invoice due date until paid in full. No other terms shall apply unless accepted in writing by an authorized representative of Sabre. Payment to Sabre shall not be contingent upon Customer having received payment from the Owner.
3. **TAXES:** Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon Sabre. **However, all such taxes, duties or assessments are the responsibility of the Customer.**
4. **CHANGE ORDERS/CANCELLATION:** Purchase Order or contract may not be changed or cancelled without prior written approval by Sabre. Any order canceled after any work has been done by Sabre, will have a cancellation charge to be determined solely at the discretion of Sabre, for whatever work has been performed. Sabre reserves the right to change or modify any construction procedures. Any extra work required because of conditions differing from those stated in this proposal or extra work requested by Customer/Owner will be charged on a time and material basis.
5. **DELAYS:** For any construction delays due to Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Customer, its employees, agents or subcontractors, strikes, freight embargoes, unusually severe weather conditions, delivery delays by the carrier, or any other cause whatsoever beyond the control and without fault of Sabre or its subcontractors, whether similar to or dissimilar from causes herein enumerated, Sabre shall not incur any liability consequential or otherwise for such construction delays, and an extension of time within which to complete construction shall be allowed to Sabre.
6. **INDEMNIFICATION:** Customer shall protect, defend and indemnify Sabre and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Customer's negligence, willful misconduct or other acts or omissions which impose upon Customer strict liability, and that result in personal injury, death, property loss or damage. Sabre shall protect, defend and indemnify Customer and Customer's officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Sabre's negligence, willful misconduct or other acts or omissions which impose upon Sabre strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of Sabre and Customer, each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.
7. **INFRINGEMENT:** In the event Sabre receives a claim that a product or any part thereof installed by Sabre infringes upon the patent, copyright or trademark rights of others, Sabre shall immediately notify Customer in writing of all such claims. Customer shall defend, at its own cost, any and all suits or proceedings, or settle such claims. In any event, Customer will indemnify and hold Sabre harmless completely and at all times for any resulting costs or damages and expenses including reasonable attorney's fees, arising from any suit, claim or demand for actual or alleged infringement. Sabre shall have no liability for any claim based upon the combination, operation or use of any product not supplied by Sabre, or based upon alteration of the product by someone other than Sabre.
8. **CONFIDENTIALITY:** Sabre and Customer agree that each will disclose to the other proprietary information regarding matters dealing with actions necessary to carry out these terms, except information that the party is precluded from disclosing under applicable law or regulation or by valid and binding agreements with third parties. The parties agree that each will keep the other's proprietary information and all related matters confidential and prevent disclosure of said information by its agents, employees or representatives.
9. **WARRANTY:** Sabre warrants that its workmanship will be of good quality and free from defects. All claims for defective work must be made in writing immediately upon discovery and, in any event, within thirty (30) days after the date of completion of the work. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER TYPE, WHETHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL SABRE BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PROJECT EXCEED THE CONTRACT PRICE.**

The foregoing warranty is Sabre's only obligation and the Customer/Owner's only remedy for breach of warranty or breach of Sabre's undertaking hereunder. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Sabre's warranty and other obligations and responsibilities hereunder shall terminate upon the Customer/Owner's modification of the work. The above warranty is the only warranty made by Sabre in connection with work performed. Any provisions in any proposals, specifications, correspondence, or other documents, or any statements made in the course of negotiating this proposal are merely descriptive and not to be construed as warranties made by Sabre.
10. **ASSIGNMENT:** Sabre reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Customer. Any such transfer does not relieve Sabre from order/contract obligation to Customer.
11. **PROPRIETARY NOTICE:** Title to all drawings, specifications, brochures, proposals, reprints, copies, copies of copies or any other data furnished to Customer remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 2 OF 3

12. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards.
13. **SITE/JOB CONDITIONS:** Customer shall provide a level cleared site with the exact location and orientation of the tower properly marked. Site(s) shall be made readily accessible to standard transit mix trucks, semi-tractor and trailers with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in Sabre's proposal, the concrete installation is based on normal soil (4000 psf) as defined by E.I.A. Specification, responsibility of determining soil conditions rest with Customer. Site shall be free from overhead and underground obstructions for placement of guys, anchors and foundations. A 75 foot radius in all directions from the tower base (and a 20 foot wide strip to each anchor point, if applicable) must be cleared by Customer/Owner. Sabre's crews shall have access to the site during all daylight hours, seven (7) days per week, including holidays (if required). Antenna height and orientation must be specified by Customer/Owner.
14. **EXCLUSIONS FROM PROPOSAL PRICE:** Proposal prices do not include the following, unless specifically stated otherwise:
- a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation;
 - b. Hauling in backfill;
 - c. Site clearing of any nature;
 - d. Restoration of any landscaping, fencing, crops, or other improvements damaged or removed as a result of the performance of our work;
 - e. Permits, fees or licenses of any nature;
 - f. Winter installation of foundations or erection;
 - g. Union labor;
 - h. Standby time while waiting for Customer deliveries during construction or inspections after completion;
 - i. Engineering certifications, special insurance coverage or bonds;
 - j. Special erection equipment, rigging, scaffolding, netting, barricades, protective coverings or other requirements promulgated by local, state or federal requirements;
 - k. Path alignment;
 - l. Hauling of antennas, feedline and assembly at site;
 - m. For towers that require lighting it shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.
 - n. Deviations from Customer-provided information including but not limited to, soils condition reports.

Inclusion of any of the above constitutes a change which shall be invoiced as an extra to Customer.

15. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its work for advertising purposes, except those which are under classified government control.
16. **DISPUTE RESOLUTION:**
- a. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to arbitration. Issues to be mediated are subject to the exceptions in subparagraph 16.(b) for arbitration. The location of the mediation shall be the location of the project. Once one party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing the request.
 - b. Any controversy or claim arising out of or relating to this Agreement or its breach not resolved by mediation, except for claims which have been waived by the making or acceptance of final payment shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding paragraph 17, this agreement to arbitrate shall be governed by the Federal Arbitration Act.
 - c. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to this Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run.
 - d. The arbitration award shall be final. Judgment upon the award may be confirmed in any court having competent jurisdiction.
 - e. Unless otherwise agreed in writing, Sabre shall continue the work and maintain approved schedules during any arbitration proceedings. If Sabre continues to perform, Customer shall continue to make payments in accordance with the agreement. Nothing herein shall prohibit Sabre from filing a mechanics' lien against the real estate on which the work was or is being performed.
 - f. The parties agree that all parties necessary to resolve a claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations.
 - g. The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such arbitration or litigation.



CONSTRUCTION CONTRACT STANDARD TERMS AND CONDITIONS

PAGE 3 OF 3

17. GOVERNING LAW: Contracts formed as a result of this proposal and the performance thereof shall be governed by principals of contract law under the laws of the State of Iowa. Jurisdiction to resolve any dispute arising hereunder is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
18. ENTIRE AGREEMENT: These terms and conditions are solely for the benefit of Sabre Communications Corporation and Customer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.
19. WAIVER: No waiver of any provision shall be deemed or constitute a waiver of any other provision herein nor shall a waiver be construed as a continuing waiver.
20. SURVIVAL OF OBLIGATIONS: The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.

**SABRE COMMUNICATIONS CORPORATION
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS
STANDARD TERMS AND CONDITIONS**

1. **OVERVIEW:** The written offer to the customer named ("**Customer**") in the written proposal ("**Proposal**") by Sabre Communications Corporation ("**Sabre**") that describes the products ("**Products**") and/or Services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("**Agreement**"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.
2. **PAYMENT:** If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.
3. **DELIVERY:** All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.
4. **SHIPMENT:** Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.
5. **STORAGE:** If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.
6. **CHANGE ORDERS:** Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "**Change Order**"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.
7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES:** If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.
8. **PRODUCT RETURNS:** Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("**RMA**") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.
9. **DELAYS:** Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.
10. **EXCLUSIVE WARRANTIES AND REMEDIES:** Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

11. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.**

12. **CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES:** Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.

13. **INDEMNIFICATION:** To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

14. **CONFIDENTIALITY:** The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.

15. **INFRINGEMENT:** Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.

16. **SABRE'S DRAWINGS & MATERIALS:** Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

17. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.

18. **EXCLUSIONS FROM PROPOSAL PRICE:** Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its Products after installation for advertising purposes, except those which are under classified government control.
20. **SABRE'S EMPLOYEES:** Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.
21. **INDEPENDENT CONTRACTORS:** The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.
22. **NOTICES:** All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.
23. **WAIVER:** Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.
24. **SURVIVAL:** The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
25. **DISPUTES:** The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:
- a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.
- b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.
26. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.

ATTACHMENT D

**Letter from Tom Perley, Construction Services, to
Brian Kerkan, Director of Engineering, Z. Ministries, Inc. (Feb. 22, 2022)**

Tom Perley, Construction Services
5301 Lazy Oaks Lane,
Orlando, Fl. 32839

February 22, 2022

RE: Clermont Tower Improvement delays

Dear Mr.Kerkan

The delays related to the above project have predominantly been extended by Covid and the inefficiencies of the Pandemic and the associated shutdowns. We also experienced a delay when we worked on the relocation of the existing power. I was in contact with Duke Energy in mid-September 2021. Duke Energy sent engineering support to support storm damage during the month of October. We were able to get engineering and design requirement conformation in late October 2021. That enabled us to engage in final design and engineering services for permitting. Those documents will be available for review and comment this week. As discussed, prior, the permitting process is currently anticipated to take 30 days.

Please contact me with any questions.

Sincerely,


Tom Perley

CERTIFICATE OF SERVICE

I, Keenan P. Adamchak, of Baker & Hostetler LLP, hereby certify that I caused a true copy of the foregoing Request for Tolling of Construction Permit to be sent this 7th day of March 2022, via email, to the following individuals.

Albert Shuldiner
Chief, Media Bureau – Audio Division
Federal Communications Commission
45 L Street, NE
Washington, DC 20554
Albert.Shuldiner@fcc.gov

Thomas Hutton
Deputy Division Chief, Media Bureau – Audio Division
Federal Communications Commission
45 L Street, NE
Washington, DC 20554
Tom.Hutton@fcc.gov

Victoria McCauley
Attorney, Media Bureau – Audio Division
Federal Communications Commission
45 L Street, NE
Washington, DC 20554
Victoria.McCauley@fcc.gov

A handwritten signature in blue ink, appearing to read 'K. Adamchak', is written over a light blue rectangular background.

Keenan P. Adamchak