
ALLAN G. MOSKOWITZ, ESQ.

January 8, 2020

Ms Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Application for License to Cover Construction Permit and
REQUEST FOR PROGRAM TEST AUTHORITY
File No. BP-20190515AAK
Radio Station WTHE(AM)
Facility ID No. 68957
Mineola, New York
Cantico Nuevo Ministry, Inc

Dear Ms. Dortch:

On behalf of Cantico Nuevo Ministry, Inc., licensee of Radio Station WTHE (AM), Mineola, NY, I am herewith submitting an original and two (2) copies of an application on Form 302-AM for license to cover the above-referenced construction permit.

The licensee requests **Program Test Authority**. All conditions on the construction permit have been met and requisite documentation is included.

As indicated by the attached FCC Form 159, the licensee has previously paid the filing fee of \$725.00 via the FCC Fee Filer on January 8, 2020.

If there are any questions, please contact the undersigned counsel.

Respectfully submitted

By 

Allan G. Moskowitz

Cc: Son Nguyen, Media Bureau (by email)

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-20000108 A BB*

SECTION I - APPLICANT FEE INFORMATION

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

Cantico Nuevo Ministry, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters)

650 MARSHALL STREET

MAILING ADDRESS (Line 2) (Maximum 35 characters)

CITY

Elizabeth

STATE OR COUNTRY (if foreign address)
New Jersey

ZIP CODE
07206

TELEPHONE NUMBER (include area code)
7187955645

CALL LETTERS
WTHE

OTHER FCC IDENTIFIER (if applicable)
68957

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	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
M M R	0 0 0 1	\$725.00	

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)	(C)	FOR FCC USE ONLY
	0 0 0 1	\$	

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
\$ 725.00	

Agency Tracking ID:PGC3341412 Authorization Number:103301 Successful Authorization -- Date Paid: 1/8/20 FILE COPY ONLY!!

READ INSTRUCTIONS CAREFULLY BEFORE PROCEEDING (1) LOCKBOX #979089	FEDERAL COMMUNICATIONS COMMISSION REMITTANCE ADVICE FORM 159 PAGE NO 1 OF 1	APPROVED BY OMB 3060-059 SPECIAL USE FCC USE ONLY
SECTION A - Payer Information		
(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card) Cantico Nuevo Ministry Inc		(3) TOTAL AMOUNT PAID (dollars and cents) \$725.00
(4) STREET ADDRESS LINE NO. 1 10845 TUCKAHOE WAY		
(5) STREET ADDRESS LINE NO. 2		
(6) CITY NORTH POTOMAC		(7) STATE MD
		(8) ZIP CODE 20878-2087
(9) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 301-9084165		(10) COUNTRY CODE (IF NOT IN U.S.A.) US
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(11) PAYER (FRN) 0025089533		(12) FCC USE ONLY
IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)		
(13) APPLICANT NAME Cantico Nuevo Ministry Inc		
(14) STREET ADDRESS LINE NO. 1 10845 TUCKAHOE WAY		
(15) STREET ADDRESS LINE NO. 2		
(16) CITY NORTH POTOMAC		(17) STATE MD
		(18) ZIP CODE 20878-2087
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 301-9084165		(20) COUNTRY CODE (IF NOT IN U.S.A.) US
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(21) APPLICANT (FRN) 0025089533		(22) FCC USE ONLY
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET		
(23A) FCC Call Sign/Other ID WTHE	(24A) Payment Type Code(PTC) MMR	(25A) Quantity 1
(26A) Fee Due for (PTC) \$725.00	(27A) Total Fee \$725.00	FCC Use Only
(28A) FCC CODE 1 68957	(29A) FCC CODE 2 BP-20190515AAK	
(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only
(28B) FCC CODE 1	(29B) FCC CODE 2	

SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT Cantico Nuevo Ministry, Inc.		
MAILING ADDRESS 650 Marshall Street		
CITY Elizabeth	STATE N.J.	ZIP CODE 88957

2. This application is for:
- Commercial Noncommercial
- AM Directional AM Non-Directional

Call letters WTHE	Community of License Mineola, NY	Construction Permit File No. BP-20190515AAK	Modification of Construction Permit File No(s).	Expiration Date of Last Construction Permit 6/26/2022
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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

If No, explain in an Exhibit.

Exhibit No. See Eng. Statement

4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met? Yes No

If No, state exceptions in an Exhibit.

Exhibit No.

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

If Yes, explain in an Exhibit.

Exhibit No.

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

If No, explain in an Exhibit.

Does not apply

Exhibit No.

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

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.

Exhibit No.

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 Erick J. Salgado		Signature 	
Title President	Date 1/8/20	Telephone Number 7187955645	

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 630 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 (3050-0827), 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
Cantico Nuevo Ministry, Inc.

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)

- Station License Direct Measurement of Power

1. Facilities authorized in construction permit					
Call Sign WTHE	File No. of Construction Permit (if applicable) BP-20190515AAK	Frequency (kHz) 1520	Hours of Operation Daytime	Power in kilowatts	
				Night CH 0.278	Day 1.0
2. Station location					
State New York			City or Town Mineola		
3. Transmitter location					
State NY	County Nassau		City or Town Hempstead	Street address (or other identification) 470 Milburn Avenue	
4. Main studio location					
State NJ	County Union		City or Town Elizabeth	Street address (or other identification) 651 Marshall Street	
5. Remote control point location (specify only if authorized directional antenna)					
State	County		City or Town	Street address (or other identification)	

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.

8. Operating constants:					
RF common point or antenna current (in amperes) without modulation for night system CH 2.36			RF common point or antenna current (in amperes) without modulation for day system 4.47		
Measured antenna or common point resistance (in ohms) at operating frequency Night CH Day 50 50			Measured antenna or common point reactance (in ohms) at operating frequency Night CH Day 0 0		

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

Manufacturer and type of antenna monitor:

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	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall height in meters above ground (without obstruction lighting)	Overall height in meters above ground (include obstruction lighting)	If antenna is either top loaded or sectionalized, describe fully in an Exhibit.
Self supporting	77.7	110.0	110.0	Exhibit No. N/A

Excitation Series Shunt

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

North Latitude 40 ° 41 ' 06 "	West Longitude 73 ° 36 ' 36 "
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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.
N/A

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

Exhibit No.
N/A

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

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

N/A

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) Charles A. Hecht	Signature (check appropriate box below) <i>Charles A. Hecht</i>
Address (include ZIP Code) Charles A. Hecht & Associates, Inc. 19 Mackenzie Court Freehold, NJ 07728	Date January 7, 2020
	Telephone No. (Include Area Code) 732 577-0711

Technical Director

Registered Professional Engineer

Chief Operator

Technical Consultant

Other (specify)

SPECIAL CONDITION 6

Special condition 6 of the WTHE construction permit states:

"Before program tests are authorized, sufficient data shall be submitted to show that adequate filters, traps and other equipment has been installed and adjusted to prevent interaction, intermodulation and/or generation of spurious radiation products which may be caused by common usage of the same antenna system by Stations WTHE, Mineola, NY (Facility ID #68957) and WHLI, Hempstead, NY (Facility ID #38337), and there shall be filed with the license application copies of a firm agreement entered into by the two stations involved clearly fixing the responsibility of each with regard to the installation and maintenance of such equipment. In addition, field observations shall be made to determine whether spurious emissions exist and any objectionable problems resulting therefrom shall be eliminated. Following construction, and prior to authorization of program test under this grant, Stations WTHE Mineola, NY (Facility ID #68957) and WHLI, Hempstead, NY (Facility ID #38337) shall each measure antenna or common point resistance and submit FCC Form 302 as application notifying the return to direct measurement of power."

A tabulation of spurious emissions and a copy of a firm agreement are attached with this application.

Measurements of all pertinent operating parameters of the WHLI antenna operation were conducted before and after the WTHE installation and were performed by Kurt R. Gorman. No changes were noted and WHLI continues to operate with antenna resistance as licensed. Therefore, since there are no changes, there is no need to file Form 302 for WHLI.

Respectfully submitted,

Charles A. Hecht

Charles A. Hecht
January 7, 2020

SPURIOUS RADIATION MEASUREMENTS
JANUARY 2020
WHLI (1110 KHZ), 10 KW (DA)
WTHE (1520 KHZ), 1 KW (ND)

<u>Frequency (kHz)</u>	<u>Field Intensity (mV/m)</u>	<u>Attenuation (dB) relative to</u>	
		<u>WHLI</u>	<u>WTHE</u>
1100	531	--	--
1520	124	--	--
420	.020	88.5	75.9
680	.024	86.9	74.3
840	.022	87.7	75.0
1260	.023	87.3	74.6
1780	.011	93.7	81.1
1940	.012	92.9	80.3
2200	.014	91.6	79.0
2360	.018	89.4	76.8
2620	.015	91.0	78.4
3040	.009	95.4	82.8
3300	.010	94.5	81.9
3460	.012	92.9	80.3
3720	.010	94.5	81.9
4140	.009	95.4	82.8
4560	.010	94.5	81.9
4820	.011	93.7	81.1

Measurements taken with Potomac Instruments, PI 4100, serial number 249. The distance from the antenna to the measurement point is 1.00 km on a bearing of 119° True. Measurement point coordinates (NAD27): N 40° 40' 49.5", W 73° 35' 58.7".

Measurements meet required attenuation of 80 dB WHLI and WTHE 73 db.

DIPLEX AGREEMENT

THIS DIPLEX AGREEMENT ("Agreement") is made and entered into as of August __, 2019, by and between Connoisseur Media of Long Island, LLC, ("CONNOISSEUR") and Cantico Nuevo Ministry Inc. ("CANTICO") (each individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, CONNOISSEUR is the licensee of WHLI(AM), Hempstead, New York (FCC Facility ID 38337) (hereafter "WHLI");

WHEREAS, CANTICO is in the process of purchasing radio station WTBE(AM), Mineola, New York (FCC Facility ID 68957) and wishes to operate WTBE with a diplexed antenna ("Antenna") collocated with WHLI on the towers used by WHLI (the "WHLI Tower"); and

WHEREAS, CONNOISSEUR and CANTICO desire to enter into this diplex arrangement on the terms set forth herein.

NOW, THEREFORE, in and for consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **PURPOSE AND COSTS.** CANTICO shall be permitted to diplex WTBE with WHLI using a combiner and CONNOISSEUR's current antenna. The combiner and any other equipment necessary to accomplish the diplex operation will be mutually agreed to by the parties. All cost of acquisition of the necessary equipment will be paid by CANTICO. Installation costs shall be paid for by CANTICO. Installation shall take place by professionals mutually agreed to by the parties who report to both parties. Once installed, the equipment shall be owned by CONNOISSEUR. If any installation of equipment has a material adverse effect on the operations of WHLI, if not immediately repairable, the equipment will be removed and replaced, at the cost of CANTICO. If, in the reasonable belief of CONNOISSEUR, the equipment cannot be installed so as to not materially affect the operations of WHLI, CONNOISSEUR can terminate this Agreement without penalty.

2. **TERM.** Subject to Section 5, this Agreement shall remain in effect for a period of ten (10) years (the "Term"). The Term shall commence on the latter of (i) thirty days after CONNOISSEUR receives consent for this Agreement from the owner of the tower ("Tower Owner") from which WHLI currently operates or (ii) the FCC approval of CANTICO's acquisition of WTBE (FCC Application File Number BAL- 20190207AAE) and CANTICO's closing on the acquisition of that station. If the Term has not commenced in One Hundred and Twenty (120) Days of the execution of this Agreement, CONNOISSEUR can opt at any time thereafter to terminate this Agreement without penalty or liability of any kind. Unless otherwise terminated pursuant to the terms hereof, and provided that it is not then in default or breach of any of the terms of this Agreement, the Agreement will automatically renew for up to three five (5) year periods

(each an "Extended Term") unless CANTICO provides to Connoisseur written notice of its intent to terminate the Agreement at least six (6) months prior to the end of the Term or Extended Term.

3. **RENT.** In addition to covering the costs of the installation of the combiner and related equipment, CANTICO shall pay Connoisseur the sum of Two-Thousand Five Hundred Dollars (\$2500) per month, in advance, on or before the first day of each calendar month (the "Rent") for the initial twenty-four months of the Term. The Rent will increase by three percent (3%) annually with the Rent increasing with the payment due for the twenty-fifth (25th) month of the Term, and then increasing every twelfth (12th) month thereafter.

4. **MAINTENANCE OF THE ANTENNA.**

A. CONNOISSEUR shall secure the rights to enter into this Agreement from the Tower Owner of the tower site from which the WHLI antenna operates. If consent for this Agreement cannot be obtained by CONNOISSEUR on terms satisfactory to it in its sole and exclusive judgement, this Agreement shall terminate, and neither party shall have any liability to the other. All rights granted to CANTICO are subject to the terms of the Antenna Site License Agreement ("License Agreement") between CONNOISSEUR and the Tower Owner, and any provision hereof that is in conflict with the License Agreement will be interpreted insofar as possible to be consistent with that License Agreement or shall be reformed to be made consistent with that License Agreement.

B. Once the equipment necessary for the diplex has been installed, tested and is determined to be ready for operations without material adverse effect on WHLI, CONNOISSEUR shall be responsible for the costs of routine maintenance and/or repair of the Antenna unless any such maintenance and/or repairs are caused by the acts of CANTICO, its agents, contractors or employees. During the term of this Agreement, CONNOISSEUR will maintain the Antenna so as to comply with existing rules and regulations imposed by any governmental authority having jurisdiction over its operation and make any repairs and modifications reasonably necessary to maintain the Antenna in good condition and in compliance with good engineering practice.

C. In the performance of its maintenance and repair obligations, it may be necessary from time to time for CONNOISSEUR or the Tower Owner to request that CANTICO temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. CONNOISSEUR agrees to schedule the work, so far as reasonably possible, at times which are mutually acceptable. CONNOISSEUR will not cause any temporary interruption of CANTICO's transmission and broadcasting activities under this provision unless the interruption is required by and consistent with good engineering practice. CANTICO agrees to cooperate with CONNOISSEUR and to comply with and honor CONNOISSEUR's or the Tower Owner's reasonable requests for temporary cessation of transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of the work.

D. The antenna and combiner and all related equipment shall remain the exclusive property of CONNOISSEUR.

E. Neither CANTICO nor CONNOISSEUR shall permit any mechanic's liens to be placed against the tower or against any property or equipment not owned by the party commissioning any work done to the premises

F. CANTICO shall maintain its transmitter and all of its equipment at the WHLI site in good repair consistent with industry practice. If at any time that equipment malfunctions or otherwise causes any interruption or degradation to the WHLI signal, as determined by CONNOISSEUR in its reasonable discretion, CONNOISSEUR may disconnect WTHE from the antenna until the equipment causing the interruption or degradation has been repaired or replaced.

5. **ASSIGNMENT AND SUBLETTING.** CANTICO shall not assign this Agreement or sublet or grant any license to use the leased premises or any part thereof without the consent of CONNOISSEUR which consent shall not be unreasonably withheld or delayed, provided, however, that CONNOISSEUR may need to seek permission for any such assignment from the Tower Owner and any failure to obtain any necessary approval for an assignment from the Tower Owner shall not be considered unreasonable no matter the reason for such failure. CONNOISSEUR may assign its right under this Agreement without consent of CANTICO only to a party acquiring the license and other assets of WHLI who agrees to assume the obligations of CONNOISSEUR hereunder, in which case CONNOISSEUR will be relieved of any further obligations hereunder.

6. **UTILITIES.** Unless CONNOISSEUR can receive permission from the Tower Owner for the alternative methodology set forth herein, CANTICO will bear all costs and take all steps necessary to install separate metering for all utility costs associated with its operations from the WHLI site including but not limited to all permitting and coordination with CONNOISSEUR, the Tower Owner, and the utility companies. If CONNOISSEUR can secure permission for use of an alternative methodology, CANTICO shall pay CONNOISSEUR the sum of Three Hundred Dollars (\$300) per month for utilities (the "Utilities Payment") for the first year of operations of WTHE from the WHLI site. At the end of the first three months of WTHE's operation from the site, CONNOISSEUR shall compare the utility costs for the diplexed operations to the utility bills for the same three-month period in the prior year. If the average utility costs for the three (3) month period for the current year exceeded the costs for the same three months of the prior year by more than three hundred dollars, then CANTICO shall pay CONNOISSEUR the difference with the next Rent payment after receiving notice of the overage from CONNOISSEUR. If the utility costs for the three (3) month period for the current year exceeded the costs for the same three months of the prior year by less than three hundred dollars, then CONNOISSEUR shall credit the difference against the succeeding utility payment for the next three (3) month period. The same process will be used to adjust the Utilities payments doing each of the next three three-month periods. At the end of one year from the date of the initiation of the diplex operation, the Utilities Payment will be the average of the difference of cost of the Utilities for the first year of operation over the utilities costs in the year prior to the initiation of the diplex operation. Each succeeding year thereafter, the Utilities Payment will increase by three percent (3%) per year.

7. **INSURANCE.** CANTICO (and every contractor or agent retained by CANTICO) shall procure prior to the Effective Date and shall keep in effect throughout the Term and all Extended Terms hereof:

A. **Workers' Compensation and Employer's Liability Insurance:** At statutory limits as provided by the state in which the Property is located, and Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee and Five Hundred Thousand Dollars (\$500,000) policy limit;

B. **Commercial General Liability Insurance Covering Operations and Premises Liability;** completed Operations; Product Liability; Contractual Liability; Personal Injury; and Property Damage caused by explosion, collapse and underground damage; and Broad-Form Property Damage Endorsement. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

C. **Commercial Automobile Liability Insurance:** Covering all owned, hired or non-owned vehicles including the loading or unloading thereof, with limits no less than One Million Dollars (\$1,000,000) combined single limit of liability for Automobile Bodily Injury, Personal Liability and Automobile Property Damage for each occurrence;

D. **Umbrella Excess Liability:** Coverage on a follow form basis in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence;

E. **"All-Risks" Property Insurance:** Property Insurance covering all risks of physical damage (subject to standard exclusions) and including, but not limited to, sprinkler leakage and water damage to contractors' materials, equipment, supplies, personal property, removable trade fixtures and the communications equipment. Coverage is to be on a replacement cost basis and is to include the interests of Licensor, as its respective interests may appear.

All insurance required under this Section shall be carried with companies with a minimum A.M. Best Rating of A-,VII, licensed to do business in the jurisdiction where the Property is located, and such policies shall name CONNOISSEUR and the Tower Owner, its parents, affiliates and subsidiaries and its and their respective employees and agents as additional insured parties. All such insurance shall be primary and non-contributory to any insurance policies maintained by CONNOISSEUR and the Tower Owner and shall provide a waiver of subrogation in favor of CONNOISSEUR and the Tower Owner where permitted by law.

Each insurance policy required hereunder, shall be endorsed to provide that it will not be canceled except after thirty (30) days prior written notice in accordance with policy provisions to CONNOISSEUR.

In the event of any cancellation, CONNOISSEUR reserves the right to provide replacement insurance coverage and to charge any premium expense therefor to CANTICO and to deduct such cost from any amounts due or to become due to CANTICO hereunder.

8. **MUTUAL INDEMNIFICATION.** CANTICO shall indemnify and save CONNOISSEUR harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss, damage or injury to persons or property, to the extent arising in connection with the acts or omissions of CANTICO, CANTICO's agents, contractors, or employees. CONNOISSEUR shall indemnify and save CANTICO harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with the loss, damage or injury to persons or property, to the extent arising in connection with the acts or omissions of CONNOISSEUR, CONNOISSEUR's agents, contractors or employees.

9. **QUIET ENJOYMENT.** CANTICO, upon performance of all of CANTICO's obligations contained herein and CANTICO's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said leased premises as provided for herein for the term hereof, provided however, that any changes in the tower, including changes in the tower location as permitted under the License Agreement, made by the Tower Owner shall not be considered an infringement on CANTICO's right of quiet enjoyment. CONNOISSEUR and the Tower Owner shall also have the right to inspect the equipment of CANTICO at the WHLI site at any time.

10. **DEFAULT AND TERMINATION.**

A. If CANTICO fails to comply with any of the material provisions of this Agreement except with respect to payment of Rent or Utilities Payment, or materially fails to comply with any duties imposed on CANTICO by statute or the FCC Rules, within thirty (30) days after delivery of written notice by CONNOISSEUR specifying the non-compliance and indicating the intention of CONNOISSEUR to terminate this Agreement by reason thereof, that CONNOISSEUR may terminate this Agreement. CONNOISSEUR shall not be required to give notice of any failure to make a payment of Rent or a Utilities Payment when due, but such failure to make a timely payment may be cured within five (5) business days of the date on which such payment is due, *provided, however*, that there shall be no cure period if there have been more than three (3) payments made after the due date during the Term, or two (2) payments made past the due date in any Extended Term. In the case of such uncured late payment, Connoisseur may at any time terminate this Agreement.

B. The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against CANTICO, or an assignment for the benefit of creditors, or a petition or proceeding by or against CANTICO for the appointment of a trustee, receiver or liquidator of CANTICO or of any its property, or a proceeding by any governmental authority for the dissolution or liquidation of CANTICO shall also be an event of default allowing CONNOISSEUR to terminate this Agreement.

C. In the event of termination by CONNOISSEUR prior to the end of any Term or Extended Term due to a material default by CANTICO, CONNOISSEUR shall be entitled to

receive from CANTICO all damages which it has suffered, including all unpaid Rent for the remainder of the Term or Extended Term.

11. **NOTICES.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly made and received when personally served or refused, the following business day when sent by Federal Express or a similar overnight courier service, or, five (5) business days after being deposited with U.S. Postal Service if sent by U.S. certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to CANTICO, to:

Erick Salgado, President
Cantico Nuevo Ministry Inc.
651 Marshall Street
Elizabeth, NJ 07206

with a copy (which shall not constitute notice) to:

Allan G. Moskowitz, Esq.
10845 Tuckahoe Way
North Potomac, MD 20878

If to CONNOISSEUR, to:

Jeffrey D. Warshaw, CEO
Connoisseur Media of Long Island, LLC
180 Post Road East, Suite 201
Westport, CT 06880

With a copy (which shall not constitute notice) to:

David D. Oxenford, Esq.
Paige Fronabarger, Esq.
Wilkinson Barker Knauer LLP
1800 M Street NW, Suite 800N
Washington, DC 20036

Any Party may change the address at which it receives notices by providing notice in accordance with this section to the other Parties.

12. **ATTORNEYS' FEES.** In the event a lawsuit of any kind is instituted on behalf of any of the Parties to enforce any of the terms or conditions of this Agreement, the prevailing Party shall be entitled to reimbursement of costs incurred, including its reasonable attorney fees.

13. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New York.

14. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

15. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties hereto.

16. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

17. **NON-WAIVER.** No indulgence, waiver, election or non-election by any Party under this Agreement shall affect any other Party's duties and liabilities hereunder.

18. **MODIFICATION.** The Parties hereby agree that this Agreement contains the entire agreement between the Parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.

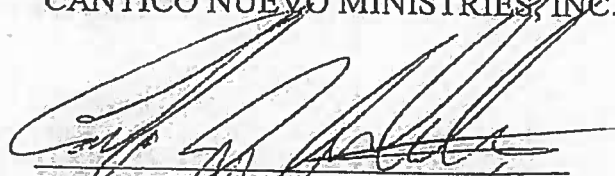
19. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts and each such counterpart original shall constitute one and the same signature page.

20. **AUTHORIZED SIGNERS.** Each individual who is executing this Agreement on behalf of their respective Party warrants that he/she is authorized to sign this Agreement on behalf of such Party and that their signature is sufficient to fully bind such Party.

(REMAINDER OF PAGE TO REMAIN BLANK)


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below.

CANTICO NUEVO MINISTRIES, INC.


By: ERICK SALGADO
Title: President

Date: 8-26-19

CONNOISSEUR MEDIA OF LONG ISLAND, LLC


By: JEFFREY D. WARSHAW
Title: CEO

Date: 9/12/19

