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FEDERAL COMMUNICATIONS COMMISSION
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Gov't. LBX Operations

Approved by OMB

3060-0589

Page 1 of 1

SPECIAL USE ONLY

FCC USE ONLY

SECTION A - PAYER INFORMATION

(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card)

Garvey Schubert Barer

(3) TOTAL AMOUNT PAID (U.S. Dollars and cents)

\$90.00

(4) STREET ADDRESS LINE NO. 1

1000 Potomac Street, N.W.

(5) STREET ADDRESS LINE NO. 2

Fifth Floor, Flour Mill Building

(6) CITY

Washington

(7) STATE

DC

(8) ZIP CODE

20007

(9) DAYTIME TELEPHONE NUMBER (include area code)

(202) 965-7880

(10) COUNTRY CODE (if not in U.S.A.)

FCC REGISTRATION NUMBER (FRN) REQUIRED

(11) PAYER (FRN)

0004988564

(12) FCC USE ONLY

IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)
COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET

(13) APPLICANT NAME

Broadcast Company of the Americas, LLC

(14) STREET ADDRESS LINE NO. 1

3655 Nobel Drive

(15) STREET ADDRESS LINE NO. 2

Suite 470

(16) CITY

San Diego

(17) STATE

CA

(18) ZIP CODE

92122

(19) DAYTIME TELEPHONE NUMBER (include area code)

858-535-2500

(20) COUNTRY CODE (if not in U.S.A.)

FCC REGISTRATION NUMBER (FRN) REQUIRED

(21) APPLICANT (FRN)

0008-5274-18

(22) FCC USE ONLY

COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET

(23A) CALL SIGN/OTHER ID

XEPRS (AM)

(24A) PAYMENT TYPE CODE

MBR

(25A) QUANTITY

1

(26A) FEE DUE FOR (PTC)

\$90.00

(27A) TOTAL FEE

\$90.00

FCC USE ONLY

(28A) FCC CODE 1

(29A) FCC CODE 2

(23b) CALL SIGN/OTHER ID

(24B) PAYMENT TYPE CODE

(25B) QUANTITY

(26B) FEE DUE FOR (PTC)

(27B) TOTAL FEE

FCC USE ONLY

(28B) FCC CODE 1

(29B) FCC CODE 2

SECTION D - CERTIFICATION

CERTIFICATION STATEMENT

I, _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.

SIGNATURE _____

DATE _____

SECTION E - CREDIT CARD PAYMENT INFORMATION

MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____

ACCOUNT NUMBER _____

EXPIRATION DATE _____

I hereby authorize the FCC to charge my credit card for the service(s) authorization herein described.

SIGNATURE _____

DATE _____

FOR COMMISSION USE ONLY

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS
(Carefully read instructions before filling out Form – RETURN ONLY FORM TO FCC)

1. Name of applicant Street Address or P.O. Box City State Zip Code Telephone No.

Broadcast Company of the Americas, LLC, 3655 Nobel Drive, Suite 470, San Diego, CA 92122 (858) 673-9049

2. Name and address to whom communication should be sent if different from item 1.

Name Street Address or P.O. Box City State Zip Code Telephone No.

John M. Pelkey, Garvey Schubert Barer, 5th Floor, 1000 Potomac Street, NW, Washington, DC 20007, 202-965-7880

3. Legal identity of applicant: (only check one box)

☐ Individual ☐ Partnership ☐ Corporation ☐ Government Entity ☒ Other

If Other specify:

Limited liability company

4. Application is for:

☒ New Authorization

☐ Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? DNA ☐ Yes ☐ No

6. If applicant is a partnership, are all partners citizens of the United States? DNA ☐ Yes ☐ No

7. If Applicant is a corporation: DNA - See Exhibit I. ☐ Yes ☐ No

a. Under laws of what state was it organized?

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? ☐ Yes ☐ No

c. Is any officer or director of the corporation an alien? ☐ Yes ☐ No

If the answer is yes, give the following for each:

Name

Nationality

Position

d. Is applicant directly or indirectly controlled by any other corporation? () Yes () No

If the answer is Yes, give the following for the controlling corporation.

Name	Address	State in which organized
------	---------	--------------------------

e. Is more than one-fourth of the capital stock of the controlling corporation either owned or record; or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? () Yes () No

f. Is any officer or more than one-fourth of the directors of the corporation an alien? () Yes () No

Name	Nationality	Position	Number of Directors
------	-------------	----------	---------------------

g. Is the above-described controlling corporation in turn a subsidiary? () Yes () No

If the answer is Yes, attach as Exhibit No. 1 additional information answering the holding company questions in this paragraph for each company, to and including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following: DNA

Total number of members	Number of Alien members (if any)
-------------------------	----------------------------------

b. State the following for alien officers or directors (if any):

Name	Nationality	Position
------	-------------	----------

9. a. What is applicant's principal business? Production of programming, promotion and sales of advertising time.

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the commission?

(X) Yes () No

If the answer is Yes, attach Exhibit No. II giving full particulars.

10. Is applicant a representative of an alien or of a foreign government?

() Yes (X) No

If the answer is Yes, explain.

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any Court?

() Yes (X) No

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?

() Yes (X) No

Applicant has had two Section 325 applications dismissed because they had become moot. See 325-STA-20050701-00016 and 325-NEW-20050426-00011.

If the answer to (a) and/or (b) is Yes, explain:

12. a. Has applicant or any party to this application been found guilty by any court of any felony?() Yes (X)No

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and/or unfair methods of competition?

() Yes (X) No

If the answer to (a) and/or (b) is Yes, explain.

13. Address of studio or other place at which programs will originate.
3655 Nobel Drive, Suite 470, San Diego, CA

14. State ownership of originating facilities.

The studio equipment will be owned by the applicant. The building space being used for the studios is being leased from a commercial landlord.

15. Describe the means (wireline, radio link, or other method) whereby programs will be delivered to foreign station(s), including names of any interconnecting common carriers.

Applicant will use a satellite link provided by National Public Radio to deliver the programming to XEPRS(AM).

16. Give the location, type, and authorized power of foreign station(s) to which programs will be delivered, and identify the licensee or operating agency of such station(s).

See Exhibit III

17. Attach as Exhibit No. V a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).

18. (a) Attach as Exhibit No. VI a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours per day, week and/or month during which the foreign station(s) involved will broadcast such programs.

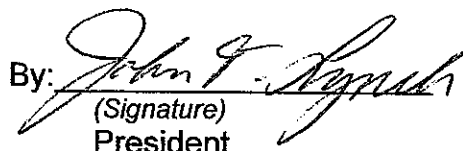
(b) Attach as Exhibit No. VI a detailed description of the nature and character of the programming proposed and the language to be employed.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete, and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this 22 day of Feb, 2008

Broadcast Company of the Americas, LLC

By: 
(Signature)
President

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S., CODE, TITLE 18, SECTION 1001.**

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No. of Form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official Title
I	7	John T. Lynch	President
II	9(b)	John T. Lynch	President
III	16	John T. Lynch	President
IV			
V	17	John T. Lynch	President
VI	18	John T. Lynch	President

Application for Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEPRS(AM)
Exhibit I

Structure of the Applicant

The applicant, which currently holds a Section 325 authorization to provide programming to XEPRS(AM), is a limited liability company organized under the laws of the State of California. The applicant seeks Section 325(c) authority for Broadcast Company of the Americas, LLC, consisting of four members: John T. Lynch; John Lynch, Jr; JMI Services, Inc., and The Viejas Band of Kumeyaay Indians.

Both John T. Lynch and John Lynch, Jr., are US citizens.

JMI Services, Inc., is a California corporation. Its sole principal is John Moores, a US citizen.

The Viejas Band is one of the twelve bands of the Kumeyaay Indian Nation and maintains its reservation east of Alpine, California, in San Diego County. The Viejas Band is governed by a tribal council consisting of Bobby L. Barrett, Chairman; Raymond J. Cuero Hyde, Vice Chairman; Diana L. Aguilar, Secretary; John A. Christman, Treasurer, and council members Virginia M. Christman, Alan L. Barrett, and Greybuck S. Espinoza. The Viejas Band is a federally-recognized sovereign Indian tribe.

Application for Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEPRS(AM)
Exhibit II

Broadcast Interests

Broadcast Company of the Americas, LLC, holds authorizations under Section 325 of the Communications Act to provide programming to XEPRS(AM) (325-NEW-20030303-00001) and XHBCE-FM (325-NEW-20050425-00010). There is also pending before the Commission an application for Section 325 authority to provide programming to XEKTT(AM) (325-NEW-20050426-00012).

John T. Lynch holds an attributable interest in Armada Media Corporation. Through its subsidiaries, Armada Media Corporation owns the radio broadcast stations set forth in the attachment to this Exhibit II. All of those stations are geographically distant from the station that is the subject of the instant application.

Other than as set forth above, the applicant and its principals hold no interests in any broadcast station or pending application.

Broadcast Holdings of Armada Media Corporation

Through its subsidiaries, Armada Media Corporation holds interests in the following broadcast stations:

Armada Media – Aberdeen, Inc.

KSDN(AM), Aberdeen, SD (Fac. ID. No. 25120)
KSDN-FM, Aberdeen, SD (Fac. ID. No. 25118)
KGIM(AM), Aberdeen, SD (Fac. ID. No. 1172)
KGIM-FM, Redfield, SD (Fac. ID. No. 70081)
KNBZ(FM), Redfield, SD (Fac. ID. No. 84240)
KBFO(FM) Aberdeen, SD (Fac. ID. No. 9670).

Armada Media – Menominee, Inc.

WMAM(AM), Marinette, WI (Fac. ID. No. 40149)
WLST(FM), Marinette, WI (Fac. ID. No. 47935)
WAGN(AM), Menominee, MI (Fac. ID. No. 24584)
WHYB(FM), Menominee, MI (Fac. ID. No. 11609)
WSFQ(FM), Peshtigo, WI (Fac. ID. No. 30467)

Armada Media – McCook, Inc.

KICX-FM, McCook, NE (Fac. ID. No. 57517)
KRKU(FM), McCook, NE (Fac. ID. No. 86863)
KFNF(FM), Oberlin, KS (Fac. ID. No. 37132)
BNPH-20060310AAY, McCook, NE (Fac. ID. No. 166033)
KBRL(AM) McCook, NE (Fac. ID. No. 57516)
KADL(FM), Imperial, NE (Fac. ID. No. 88537)
KSTH(FM), Holyoke, CO (Fac. ID. No. 85760)
KJBL(FM), Julesburg, CO (Fac. ID. No. 84864)

On September 6, 2007, Armada Media – McCook, Inc., filed with the Commission an application, under lead File No. BALH-20070906AEC, seeking the Commission's consent to the assignment of the FCC licenses associated with the following stations from NRG License Sub, LLC, to Armada Media – McCook, Inc.:

KXNP(FM), North Platte, NE (Fac. ID. No. 9934)
KODY(AM), North Platte, NE (Fac. ID. No. 9931)
KMTY(FM), Holdrege, NE (Fac. ID. No. 27174)
KUVR(AM), Holdrege, NE (Fac. ID. No. 27178)

That assignment application has been granted. As of the date of filing of the instant application, the assignment of the licenses for KXNP(FM), KODY(AM), KMTY(FM) and KUVR(AM) from NRG License Sub, LLC, has not yet been consummated.

Armada Media – Watertown, Inc.

KMSD(AM), Milbank, SD (Fac. ID. No. 63599)
KDIO(AM), Ortonville, MN (Fac. ID. No. 67770)
KPHR(FM), Ortonville, MN (Fac. ID. No. 67753)
KBWS-FM, Sisseton, SD (Fac. ID. No. 36355)

Armada Media – Garden City, LLC

On August 30, 2007, Armada Media – Garden City, Inc., filed with the Commission applications, under lead File Nos. BAL-20070830ACE and BALH-20070830ACD, seeking the Commission's consent to the assignment of the FCC licenses associated with the following stations from KBUF Partnership and Western Kansas Wireless, Inc., to Armada Media – Garden City, Inc.:

KBUF(AM), Holcomb, KS (Fac. ID. No. 33689)
KKJQ(FM), Garden City, KS (Fac. ID. No. 33690)
KSKZ(FM), Copeland, KS (Fac. ID. No. 60873)
KULY(AM), Ulysses, KS (Fac. ID. No. 198)
KFXX-FM, Hugoton, KS (Fac. ID. No. 199)
KWKR(FM), Leoti, KS (Fac. ID. No. 67042)
KSSA(FM), Ingalls, KS (Fac. ID. No. 77873)
KSKL(FM), Scott City, KS (Fac. ID. No. 71853)

Those applications have been granted. As of the date of filing of the instant application, the assignment of the licenses for these eight stations from KBUF Partnership and Western Kansas Wireless, Inc., has not yet been consummated.

Currently pending before the Commission are applications seeking Commission consent to the transfer of control of Armada Media Corporation. The transfer would arise as the result of the acquisition of interests in Armada Media Corporation by parties other than John T. Lynch. Applications have been filed with respect to each of the above Armada stations. See BTC - 20071221ADR. Also pending before the Commission is an application wherein Armada Media – McCook, Inc., seeks the Commission's consent to a minor modification of the facilities of KRKU(FM), Maxwell, NE. See BMPH-20071203CIM.

Application for Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEPRS(AM)
Exhibit III

Foreign Station(s) to which Programming will be Delivered

The programming will be delivered to XEPRS(AM).

XEPRS(AM), Rosarito, B.C., holds authority from the Mexican government to operate on 1090 kHz at 50 kW non-directionally during the day and at 50 kW with a three tower directional array at night. The holder of the concession for XEPRS(AM) is Interamericana de Radio, S.A. de C.V.

Application for Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEPRS(AM)
Exhibit V

Relationship Between the Applicant and the Foreign Station

By the instant application, the applicant is seeking authority to continue delivering programming to XEPRS(AM). The applicant has entered into an agreement with the concession holder of XEPRS(AM) whereby the applicant provides programming to, and sells commercial time on, the station. A copy of that agreement (from which the financial terms have been redacted) is attached hereto. The XEPRS(AM) concession holder holds no interest in the applicant.

XEPRS

1090 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telcel.net * TEL.: 888-52-28 FAX: 888-11-96 TIJUANA, B.C., MEXICO. C.P. 22420
P.O. BOX 6413 CHULA VISTA, CA. 91912

EXCLUSIVE PROMOTIONAL, PROGRAMMING AND SALES AGREEMENT

THIS EXCLUSIVE PROMOTIONAL, PROGRAMMING AND SALES AGREEMENT IS MADE AS OF FEBRUARY 26 2003 BETWEEN INTERAMERICANA DE RADIO, S.A. DE C.V., REPRESENTED HEREIN BY MR. BERNARDO BICHARA KAWAS (HEREINAFTER, "CONCESSION HOLDER") AND BROADCAST CORPORATION OF THE AMERICAS, REPRESENTED HEREIN BY MR. JOHN LYNCH (HEREINAFTER, "THE CLIENT").

COMPANY JTL

RECITALS and REPRESENTATIONS

I.- "CONCESSION HOLDER" DECLARES AND REPRESENTS THROUGH ITS REPRESENTATIVE THAT:

- a) It is a commercial corporation duly organized in accordance with the laws of Mexico, as evidenced by Public Instrument Number 3043, dated September 7, 1989, granted before Mr. Carlos Rousseau Garza, Notary Public Number 74 in Ciudad Guadalupe, Nuevo León, and filed in the Public Registry of Property and Commerce of Tijuana, Baja California under number 21851 on January 19, 1990.
- b) It is registered with the Federal Taxpayer Registry (*Registro Federal de Contribuyentes*) under number IRA-441106-Q74 and domiciled at Blvd. Agua Caliente No. 10535-505, Tijuana, Baja California, México 22420.
- c) It is the holder of a concession and certain authorizations (collectively, the "Permit") issued by the Mexican Secretaria Comunicaciones y Transportes ("SCT"), in accordance with applicable treaties between the Government of the United States of America and the Government of the United Mexican States, for the operation of radio station XEPRS. Its primary corporate purpose is the commercial sale of advertising airtime for radio station XEPRS which transmits during day and night on frequency 1090 KHz, with 50,000 watt power, as well as the sale of airtime for the transmission of advertising campaigns for products and/or services, strictly in accordance with Articles 41 and 42, Section II of the Regulations relating to the Federal Radio and Television Law and any other laws and regulations applicable to the radio industry.
- d) It wishes to enter into this agreement for the sale of airtime so that BROADCAST CORPORATION OF THE AMERICAS may provide

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XEPRS

1060 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telcel.net * TEL.: 686-52-28 FAX: 686-11-96 TIJUANA, B.C., MEXICO. C.P. 22420

P.O. BOX 6413 CHULA VISTA, CA. 91912

promotional, programming and advertising services utilizing, on a temporary basis, the total transmission time of radio station XEPRS, subject to the conditions and limitations set forth hereafter.

- e) The above-named representative has sufficient power and authority in accordance with applicable law to enter into this agreement on behalf of "CONCESSION HOLDER", which authority has not been amended or revoked as of the date hereof.

II.- "THE CLIENT" DECLARES AND REPRESENTS THROUGH ITS REPRESENTATIVE THAT:

- a) It is a corporation duly organized in accordance with the laws of the United States of America.
- b) Its address is located at 10145 Pacific Heights Blvd., Suite 810, San Diego, California.
- c) It possesses, or will possess on the day on which such Programming, as that term is defined below, is aired over XEPRS, all requisite copyrights, trademarks, patents or other intellectual property rights legally required for the production by it of the Programming and that, in accordance with the terms, conditions and limitations set forth in this Agreement, it shall transmit such Programming over the facilities of XEPRS in strict compliance with any applicable law.

III.- BOTH PARTIES DECLARE:

That they wish to enter into this agreement for the purpose of allowing "THE CLIENT" to provide promotional, programming and advertising sales services utilizing, on a temporary basis, the total transmission time of radio station XEPRS, which services shall at all times strictly comply with any and all applicable laws and regulations, as well as with the conditions set forth in the Permit, in accordance with the following:

COVENANTS

FIRST.- PURPOSE.- "CONCESSION HOLDER" hereby grants to "THE CLIENT" the right to air its programming over the facilities of XEPRS twenty-four hours per day, seven days per week, except as set forth herein. "THE CLIENT'S" programming (the "Programming") shall consist of such programming, including,

XEPRS

1060 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 606 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telmex.net * TEL.: 666-52-28 FAX: 666-11-96 TIJUANA, B.C., MEXICO. C.P. 22420

P.O. BOX 5413 CHULA VISTA, CA. 91912

without limitation, commercial advertisements, chosen by THE CLIENT that comports with the terms of this Agreement and with the Federal Radio and Television Law and all other applicable legal restrictions and requirements including, without limitation, the rules, regulations and policies of the Federal Communications Commission and the SCT ("Legal Requirements"). In particular, "THE CLIENT" agrees to include in the Programming any announcements necessary to satisfy any station identification announcements mandated by Legal Requirements.

In consideration of the foregoing sale of airtime, "THE CLIENT" shall pay "CONCESSION HOLDER" as follows:

- A).- Year 1: .S. DOLLARS) as an upfront payment on the Effective Date (as defined below) of this Agreement. The Effective Date of this Agreement shall be the latter of (i) the date on which this agreement has been signed by both "CONCESSION HOLDER" and "THE CLIENT" or (ii) the date on which XEPRS has been granted a permit by the Mexican government to broadcast in English. In addition to the payment specified above, "THE CLIENT" shall pay the operating expenses of station "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V." in Rosarito, B.C. to "CONCESSION HOLDER" during the term of this agreement. In implementation of this provision, "CONCESSION HOLDER" shall bill "THE CLIENT" each Wednesday for the operating expenses for XEPRS for that week. Such bill shall be accompanied by supporting documentation evidencing such expenses. "THE CLIENT" shall then wire the billed amount to the "CONCESSION HOLDER" on Thursday of the same week. The expenses shall then be paid by "CONCESSION HOLDER" on Friday of that same week. "CONCESSION HOLDER" has informed "THE CLIENT" that the normal operating expenses of the station are \$ per month and the parties expect that this amount will decrease as a result of the measures being taken by the parties as set forth below in this Clause.
- B).- Year 2: DOLLARS), divided into twelve monthly payments of each (payable every month in advance), plus the monthly operating expenses of station "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", paid as set forth in subparagraph A.
- C).- Year 3: THOUSAND U.S. DOLLARS), divided into twelve monthly payments of each (payable every month in advance), plus the monthly operating expenses of station "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", paid as set forth in subparagraph A.

XEPRS

1060 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telcel.net * TEL.: 686-52-28 FAX: 686-11-95 TULIANA, B.C., MEXICO. C.P. 22420

P.O. BOX 5413 CHULA VISTA, CA. 91912


- D).- Year 4:
U.S. DOLLARS), divided into twelve monthly payments of
Dollars each (payable every month in advance), plus the monthly
operating expenses of station "XEPRS INTERAMERICANA DE RADIO,
S.A. DE C.V.", paid as set forth in subparagraph A.
- E).- Year 5:
THOUSAND U.S. DOLLARS), divided into twelve monthly payments or
each (payable every month in advance), plus the
monthly operating expenses of station "XEPRS INTERAMERICANA DE
RADIO, S.A. DE C.V.", paid as set forth in subparagraph A.

"BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", may not
under any circumstances withhold payment and hereby agrees to fully and timely
pay the foregoing amounts when due.

"CONCESSION HOLDER" and "THE CLIENT" shall jointly work to lower
operating expenses as much as possible.

The foregoing payment does not include any special transmission, remote
controls or links within or outside the United States of America or Mexico, game
shows, prizes, promotions, payment of rights for the granting of permits, special
or additional equipment, insertions in printed or any other type of media required
to publicize the Programming or the content of the station. Therefore, if required,
the costs of these or any similar concepts shall be borne by "BROADCAST
CORPORATION OF THE AMERICAS", "THE CLIENT". Notwithstanding the
foregoing, "CONCESSION HOLDER," at "THE CLIENT'S" request, shall make
space available at the XEPRS transmitter site or studios at no additional charge
for the installation of such equipment as "THE CLIENT" may deem reasonably
necessary for the reception of the Programming from "THE CLIENT'S" studios.
"CONCESSION HOLDER" shall, at "THE CLIENT'S" expense, take all steps
reasonably necessary to prepare and file any applications with the SCT or other
appropriate governmental agency as may be required for the installation or
operation of such equipment.

Subject to "CONCESSION HOLDER'S" receipt of a renewal of the Permit, this
Agreement shall be in effect for an initial period of 5 (five) years commencing on
the latter of March 1, 2003, or the Effective Date of this agreement (the "Initial
Term"). Each year that this agreement is in effect during the Initial Term or
Renewal Term (as defined below) shall be referred to herein as an "Agreement
Year." The term of this agreement may be renewed for 3 (three) additional
periods of 5 (five) years each (each, a "Renewal Term") upon mutual agreement
of the parties. The increase in the annual payment to be paid to "CONCESSION
HOLDER" by "THE CLIENT" for each Agreement Year of a Renewal Term shall
not exceed the increase in the Consumer Price Index between the first day of



XEPRS

1060 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.


BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telmex.net TEL.: 688-52-28 FAX: 686-11-96 TIJUANA, B.C., MEXICO. C.P. 22420
P.O. BOX 5413 CHULA VISTA, CA. 91912

the first full month of the Agreement Year for which the new payment is being calculated and the first day of the corresponding month of the immediately preceding Agreement Year. References in this agreement to the "Consumer Price Index" are to the Consumer Price Index for All Urban Consumers, U.S. City average, as provided by the United States Department of Labor, Bureau of Labor Statistics.

At the conclusion of each five year term, "CONCESSION HOLDER" shall (a) offer to sell radio station XEPRS to "THE CLIENT" at a price to be mutually agreed by the parties, (b) offer a five year extension as described in the preceding paragraph or (c) pay "THE CLIENT", as consideration for "THE CLIENT'S" efforts in improving the value of XEPRS, a sum that is equal to ten times the trailing cash flow of XEPRS for the one year period ending on the last day of the full month immediately preceding the date that is the expiration date of the then effective Initial Term or Renewal Term. For purposes of this agreement, trailing cash flow shall be defined as the net income of the Programming (including, without limitation, all revenue defined in Clause 5) and any other programming aired over XEPRS (if any) plus income taxes, depreciation, amortization, interest, corporate overhead and any non-cash items of expense and minus any non-cash items of income. Such trailing cash flow shall be calculated in accordance with the conventions of the radio broadcast industry and, to the extent not inconsistent with such conventions, Generally Accepted Accounting Principles.

If "CONCESSION HOLDER" and "THE CLIENT" cannot agree on a sale price for radio station XEPRS or on the compensation to be paid in the new five year period for this agreement, the parties shall select an arbitrator to determine such price.

"CONCESSION HOLDER" shall provide "THE CLIENT" with written notice, sent to the address for "THE CLIENT" set forth in the Recitals and Representations above (or such successor address specified by "THE CLIENT" by written notice to "CONCESSION HOLDER"), as to which of the three above options (i.e., sale of the station to "THE CLIENT", renewal of the agreement, or payment to "THE CLIENT" of the sum equal to ten times the trailing cash flow of the station) it has chosen. Such written notice shall be provided by "CONCESSION HOLDER" to "THE CLIENT" at least 90 days, and no more than 180 days, prior to the expiration of the Initial Term or Renewal Term that is then in effect. If "CONCESSION HOLDER" chooses to sell the station to "THE CLIENT", "THE CLIENT" shall provide "CONCESSION HOLDER" with a draft of an asset purchase agreement, containing terms that are normal and customary in radio broadcast transactions, and specifying the purchase price as established using the above procedures. If "CONCESSION HOLDER" chooses to make the payment to "THE CLIENT" of ten times the trailing cash flow of the station, as prescribed above, "CONCESSION HOLDER" shall remit such sum to "THE



XEPRS

1090 KHZ, 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 608 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telcel.net * TEL.: 686-52-28 FAX: 686-11-88 TIJUANA, B.C., MEXICO. C.P. 22420
P.O. BOX 5413 CHULA VISTA, CA. 91812

CLIENT" no later than the last day of the then effective Initial Term or Renewal Term.

SECOND.- MANNER AND DATE OF PAYMENT.- "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", hereby agrees to pay the monthly payment amounts (other than payment of operating expenses) referred to in the preceding clause in advance within the first ten days of each month via wire transfer to account number

For no reason shall "CONCESSION HOLDER" receive partial or incomplete payments; "THE CLIENT", is therefore obligated to make full payment in the manner and within the timeframe prescribed herein.

THIRD.- USE OF AIRTIME.- The airline provided by the "CONCESSION HOLDER" to "THE CLIENT" pursuant to this Agreement shall be used solely and exclusively for the transmission of its Programming, except as expressly authorized in advance by "CONCESSION HOLDER".

FOURTH.- IDENTIFICATION AND PROMOTION.- The identification of the station is XEPRS transmitting on 1090 KHz with 50,000 watt power during day and night, with its studios located at Carretera Rosarito Km. 11. In any promotion or transmission made to publicize the Programming of "XEPRS", "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", shall include the station's call sign (XEPRS) in any printed or verbal campaign.

During the term of this agreement, "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" authorizes "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" to commercially identify the station and to mention that the Programming is a production of XEPRS. Upon termination of the agreement, "THE CLIENT" shall abstain from using the station ID, frequency or any other identifying feature of station XEPRS. CONCESSION HOLDER may not grant to any other person the right to broadcast, transmit or otherwise distribute or use the Programming, or any part of it, in any manner. This agreement shall not be construed to grant "CONCESSION HOLDER" any right of ownership or use relating to trade names, trademarks or service marks of "THE CLIENT" or its affiliates.

FIFTH.- MARKETING: REVENUES.- The airline made available to "THE CLIENT" shall be directly marketed and sold by "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", in strict compliance with principles of commercial ethics and observing at all times Legal Requirements and any other applicable law or regulation. "THE CLIENT" shall retain all advertising and other revenues, and all accounts receivable, relating to the Programming it delivers to XEPRS for broadcast including, without limitation, promotion-related revenues and any network compensation.

XEPRS

1090 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BIVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEG0, FRACC. CHAPULTEPEC
E-mail: xepre@telmex.net * TEL.: 686-52-28 FAX: 686-11-98 TIJUANA, B.C., MEXICO. C.P. 22420
P.O. BOX 5413 CHULA VISTA, CA. 91912

SIXTH.- TERM.- This agreement shall be in effect for a compulsory period of seventeen months with respect to the payment of the consideration set forth in Clause Second hereof, given that the concession granted for the operation and commercial use of radio station XEPRS will expire on July 3, 2004. This agreement shall be automatically extended for a period of an additional three years and seven months (for a total initial term of five years) upon renewal of the concession by the Ministry of Communications and Transportation. The term of this Agreement is subject to early termination in the event of an uncured event of default as set forth in Section 18, below.

SEVENTH.- LABOR LIABILITIES.- "CONCESSION HOLDER" and "THE CLIENT" shall each be responsible for adhering to all applicable law as regards their respective employees. Each party hereto shall indemnify the other party hereto with respect to any damage suffered by the indemnified party arising from the failure of the indemnifying party to adhere to the obligations imposed by this paragraph.

EIGHTH.- STATION PERSONNEL AND EQUIPMENT.- "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" has the personnel required for the provision of the radio-transmitting services, such as: operators, radio-transmitting technicians, administrative personnel, etc. "CONCESSION HOLDER" also has the premises and the transmission equipment that, in accordance with Mexican Official Standards and the Concession Deed, is required for the operation of radio stations. "CONCESSION HOLDER" hereby represents that XEPRS is presently operating at full authorized power and with the facilities authorized in the Permit. "CONCESSION HOLDER" shall employ technical staff ("Technical Employees") necessary to operate the XEPRS transmission facilities in such a fashion as to permit "THE CLIENT" to air the Programming over the station and to ensure that the station operates at full authorized power. "CONCESSION HOLDER" shall be responsible for the salaries, taxes, benefits, insurance and related costs for such "Technical Employees". Throughout the term of this agreement, "CONCESSION HOLDER" shall operate XEPRS at full licensed power and with the facilities authorized in the Permit twenty-four hours per day, seven days per week, except for routine maintenance not to exceed two hours each Sunday between 12:01 AM and 6 AM, local time, and shall be responsible for all costs incurred in operating the transmission plant of the station. "THE CLIENT" at all times shall be afforded, reasonable access, under "CONCESSION HOLDER'S" supervision and oversight, to the station's facilities and equipment to coordinate and ensure the delivery and transmission of its Programming.

"CONCESSION HOLDER" shall own and operate the XEPRS transmission plant and operate such in compliance at all times with all applicable laws, rules, regulations and ordinances including, without limitation, those applicable to the Permit. "CONCESSION HOLDER" shall be responsible for any taxes resulting from "CONCESSION HOLDER'S" revenue from this agreement.

XEPRS

1080 KHZ. 50,000 WATTS

INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telmex.net * TEL.: 688-62-28 FAX: 688-11-96 TIJUANA, B.C., MEXICO. C.P. 22420

P.O. BOX 6413 CHULA VISTA, CA. 91912

"CONCESSION HOLDER" shall maintain in full force and effect throughout the term of this agreement insurance with responsible and reputable insurance companies covering such risks and in such amounts as is conventionally carried by broadcasters operating radio stations with facilities comparable to those of XEPRS, but in no event less than \$1,000,000.

NINTH.- CLIENT PERSONNEL AND EQUIPMENT.- "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", has all the technical and human resources required for the production of its Programming which is to be sent for transmission by XEPRS in Rosarito, B.C., and, as of the date of commencement of the operations contemplated by this Agreement, will have the studios and premises required for the recording, production and transmission of such Programming. Therefore, all personnel participating as conductors, programmers, reporters, broadcasters, drafters, writers, analysts, producers, technicians and in general, all personnel hired or sub-contracted for such purposes, shall be considered "THE CLIENT's" employees. All expenses arising from the foregoing shall be borne exclusively by "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT".

TENTH.- MANAGEMENT OF "CONTRATO LEY".- "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" and "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", acknowledge and agree that the sole administrator of the Labor Agreement for the Radio and Television Industry (*Contrato Ley*) for commercial radio station XEPRS in Rosarito, B.C., is the Mexican Radio, Television and Similar Industries Workers' Union (*Sindicato de Trabajadores de la Industria de la Radiodifusión, Televisión, Similares y Conexos de la República Mexicana*), pursuant to which both parties will respect the rights and benefits of those of the "CONCESSION HOLDER'S" employees whose labor is classified as "Unionized" in accordance with the respective *Contrato Ley*.

ELEVENTH.- UNION PERSONNEL.- "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" and "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", each acknowledge and agree, as regards their respective employees who may work in Mexico, to undertake early negotiations with union leaders so that workers who are hired and whose function is set forth by article 101 of the *Contrato Ley* may join the union, or alternatively, to obtain the respective authorization by paying the transit or movement fees set forth in article 51 thereof. All negotiations and/or proceedings required in connection with the foregoing shall be carried out by the representatives of "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER".

TWELFTH.- PROGRAMMING PRODUCTION.- The production, conduction, and all other aspects required for the creation of the Programming, including the

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INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 808 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
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P.O. BOX 5413 CHULA VISTA, CA. 91912


costs related thereto, shall be "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT's", responsibility, which it shall carry out at its premises located at 10145 Pacific Heights Blvd., Suite 810, San Diego, California, or at any other address within the United States which it may occupy now or in the future.

"BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", agrees to deliver, using its own technical and human resources, its Programming to the studios of "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER", so that it may transmit the same. Such signal may be sent through any means which are compatible with the signal-receiving equipment used by "CONCESSION HOLDER" or such equipment as may be installed by "THE CLIENT" pursuant to the First Clause above.

THIRTEENTH.- PROGRAMMING CONTENT.- The content of the Programming produced by "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", with its own resources, and which "CONCESSION HOLDER" hereby agrees to transmit through commercial radio station XEPRS, shall comport with the terms of this Agreement and with all Legal Requirements and any other provisions of law applicable to the radio industry. In particular, the Programming shall contribute to the strengthening of the national integration and the improvement of human Interaction, and through its transmissions it shall affirm the principles of social moral values, human dignity and family relationships; avoid influences which may be harmful or perturbing to the harmonious development of children and young people; contribute to the elevation of the cultural level of people and the conservation of national characteristics, customs and traditions, the propriety of language and the enhancement of Mexican national values, etc. Any non-compliance by "THE CLIENT" with the terms of this Clause 13 shall be considered an event of termination, without any liability whatsoever for "CONCESSION HOLDER" and without the need for any judicial resolution, but subject to the provisions of Clause 18, below.

FOURTEENTH.- FISCAL AND OFFICIAL TIMES, LINKAGE, ETC.- "THE CLIENT" agrees to insert in the Programming such material as may be required by Legal Requirements. Without limiting the foregoing, "THE CLIENT" shall insert two (2) promotions for the Mexican National Tourist Office each hour, twenty-four hours per day.

"XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" is and shall be the only party entitled to insert within XEPRS's programming the campaigns, links, spots or any other insert required in accordance with current legal provisions, and shall notify "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" thereof in advance via telephone or any other communication means.



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INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepres@telcel.net * TEL.: 888-82-26 FAX: 888-11-96 TIJUANA, B.C., MEXICO. C.P. 22420

P.O. BOX 5413 CHULA VISTA, CA. 91812

FIFTEENTH.- PATENTS, TRADEMARKS, INTELLECTUAL PROPERTY RIGHTS, ETC.- "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" shall be solely responsible for the use (or misuse) of the trademarks, trade names, copyrights or any other intellectual property rights relating to the transmission and the content of the Programming other than such insertions required pursuant to Legal Requirements if it has no control over the content of such insertions. Consequently, "THE CLIENT" agrees to indemnify and hold "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" harmless from any judicial or non-judicial claim arising in Mexico or abroad from alleged or real infringement to intellectual property, trademark, patent and similar laws (whether Mexican or foreign), and further agrees to cover the cost of any litigation instituted against "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" relating thereto.

Counsel specializing in intellectual property issues to be designated by "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT", shall conduct any litigation relating to the foregoing, and "THE CLIENT" shall bear all costs, attorney's fees and other expenses in connection thereto.

SIXTEENTH.- TECHNICAL INTERRUPTIONS.- "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" shall use its best efforts to maintain its transmission equipment in optimum condition and operating in accordance with the terms of its Permit and Legal Requirements; however, it shall not be responsible for technical failures due to the lack of electrical power and electrical discharges, among other things, which may damage or temporarily suspend the transmission of XEPRS, in which cases it shall immediately proceed to remedy or replace the damage caused, exception made of cases in which it is impossible to do so or in which the damage was caused by earthquakes, tremors, fire, flooding or any other Act of God which make it humanly and technically impossible to continue transmitting.

Even if the circumstances described in the preceding paragraph arise, the parties agree that "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" shall not be released from making the payments which it is obligated to make hereunder to "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" unless the station fails to operate at full authorized power and otherwise in accordance with the terms of the Permit for more than ___ hours in any one month, in which event "THE CLIENT" shall be entitled to a prorata reduction of the monthly fee set forth in the First Clause, above.

SEVENTEENTH.- TEMPORARY SUSPENSION OF THE AGREEMENT.- The parties agrees that in case "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" does not timely pay the monthly payments set forth in the Second Clause hereof, "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" shall have the right to temporarily suspend the transmissions of "BROADCAST CORPORATION OF THE AMERICAS", "THE

XEPRS

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INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 506 CONDOMINIO GALLEG0, FRACC. CHAPULTEPEC
E-mail: xepres@telcelnet.mx TEL.: 686-52-28 FAX: 686-11-99 TIJUANA, B.C., MEXICO. C.P. 22420

P.O. BOX 5413 CHULA VISTA, CA. 91912

CLIENT", without any liability whatsoever and without the need for a judicial resolution, until "THE CLIENT" covers all outstanding payments to date. Failure by "THE CLIENT" to pay three consecutive monthly installments shall be an event of termination.

EIGHTEENTH.- EVENTS OF TERMINATION.- The following shall be considered events of termination of this Agreement, without any liability whatsoever for "CONCESSION HOLDER" or "THE CLIENT", as applicable, and without the need for any judicial resolution upon the occurrence of one of the following events:

1. This agreement may be terminated by "CONCESSION HOLDER" upon:

- (i) The failure of "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" to make the corresponding monthly payments during three consecutive months;
- (ii) The bankruptcy of "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT";
- (iii) Any final judicial order arising from the content of the Programming or any wrongdoing on the part of "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" which could reasonably be deemed to be likely to lead to the revocation of the concession granted to "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.";
- (iv) The transmission of information, programs or campaigns which do not comply with Clause 13 of this agreement, including the transmission of information, programs or campaigns which are contrary to moral values, good taste, condone or incite violence or crime, or any other circumstance set forth in articles 63, 64 and others applicable from the Federal Radio and Television Law and its Regulations and "THE CLIENT" fails to make appropriate changes in its Programming after notice by "CONCESSION HOLDER" to "THE CLIENT" that the Programming in question violates this subparagraph;
- (v) If the transmission of the Programming does not comply with applicable legal regulations, and consequently, "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V." is sanctioned on two occasions or fined by the competent authority;
- (vi) A total or partial assignment by "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" that is in contravention of Clause 21, below, and "THE CLIENT" fails to remedy such allegedly unauthorized assignment within 30 days of written notice by "CONCESSION HOLDER" to "THE CLIENT" of its claim of unauthorized assignment; or
- (vii) If "THE CLIENT" fails to materially adhere to any covenant under this agreement and "THE CLIENT" fails to cure such failure

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INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 508 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepre@telmex.net * TEL.: 686-52-28 FAX: 686-11-06 TIJUANA, B.C., MEXICO. C.P. 22420
P.O. BOX 5413 CHULA VISTA, CA. 91912

within thirty days of "CONCESSION HOLDER'S" written notice to "THE CLIENT" of such failure.

Such termination shall be effective without any liability whatsoever for "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER", as long as "CONCESSION HOLDER" is not in breach of this agreement and without the need for any judicial resolution.

2. This agreement may be terminated by "THE CLIENT" upon:

- (i) The failure of "CONCESSION HOLDER" to operate the station at full licensed power and in accordance with the terms of its Permit for more than 96 hours within any calendar month;
- (ii) The failure of "CONCESSION HOLDER" to air the Programming over XEPRS for more than 96 hours in any calendar month;
- (iii) The bankruptcy of "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT";
- (iv) If "CONCESSION HOLDER" fails to materially adhere to any covenant under this agreement and "CONCESSION HOLDER" fails to cure such failure within thirty days of "THE CLIENT'S" written notice to "CONCESSION HOLDER" of such failure; or
- (v) The failure of "CONCESSION HOLDER" to receive a renewal of the Permit. Without limiting any other rights which "THE CLIENT" may have under this agreement, the parties agree that "THE CLIENT" shall be under no obligation to make any payments to "CONCESSION HOLDER", including any payments for monthly expenses, if the Programming is not aired over XEPRS because the Permit has not been renewed by the Mexican Government.

Such termination shall be effective without any liability whatsoever for "THE CLIENT" as long as "THE CLIENT" is not in breach of this agreement and without the need for any judicial resolution.

NINETEENTH.- LIQUIDATED DAMAGES.- "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" shall be entitled to collect liquidated damages in case the agreement is terminated by "CONCESSION HOLDER" pursuant to the Eighteenth Clause above. Should the Agreement be so terminated, the parties expressly agree that the amount of liquidated damages shall be that equal to 2 (TWO) monthly payments set forth in Clause Second for the then current year, in US Dollars or its equivalent amount in Mexican Pesos at the rate of exchange published by Banco de México in the Official Gazette of the Federation (*Diario Oficial de la Federación*) to pay obligations denominated in US Dollars on the day on which payment is made.



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INTERAMERICANA DE RADIO S.A. de C.V.

BLVD. AGUA CALIENTE 10535 DESP. 508 CONDOMINIO GALLEGO, FRACC. CHAPULTEPEC
E-mail: xepre@telmex.net * TEL: 666-52-28 FAX: 666-11-96 TIJUANA, B.C., MEXICO. C.P. 22420

P.O. BOX 5413 CHULA VISTA, CA. 91912

TWENTIETH.- CONFIDENTIALITY.- The parties agree that the provisions of this Agreement shall be strictly confidential, and that the partial or total disclosure of the same is prohibited, unless such disclosure is required by law or regulatory authority. Should any of the parties breach this provision, the non-breaching party shall be entitled to recover from the breaching party its damages resulting therefrom.

TWENTY FIRST.- ASSIGNMENT.- The parties hereto may not partially or wholly assign their rights and obligations hereunder, except as they may jointly agree to in writing in the future.

TWENTY SECOND.- LIMITATIONS ON INTERPRETATION.- The parties agree that no provision of this Agreement is to be construed or interpreted as a sale or a partial or full assignment of the concession or the rights arising thereunder, as set forth in the Federal Radio and Television Law, its Regulations or any other applicable law. Consequently, should the Ministry of Communications and Transportation in accordance with its authority, determine a contrary opinion with respect to the same, this agreement shall be terminated without liability for the parties hereto, except for the obligation to mutually pay any consideration which is due through the date of termination or to reimburse any guarantees which were given.

TWENTY THIRD.- REPRESENTATION.- "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" shall maintain sole responsibility for the compliance of each and every obligation of the CONCESSION HOLDER. Any proceeding before any agency or office of the Mexican Government shall be conducted by "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" and/or MR. BERNARDO BICHARA KAWAS. Consequently, any request or proceeding required for the transmission of the Programming of "BROADCAST CORPORATION OF THE AMERICAS", "THE CLIENT" which relates to any aspect of the concession or the Federal Radio and Television Law, such as game shows and programs developed abroad and received via any communication means, shall be requested by "CONCESSION HOLDER" on a timely basis, including the payment of any fees and the compliance with any requirements in connection therewith.

Furthermore, "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" shall be solely and exclusively responsible for providing any information relating to the radio industry and in particular any information relating to "XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER", to Mexican Governmental Agencies, Autonomous Entities, Unions, Industrial Chambers, and Confederations.

"XEPRS INTERAMERICANA DE RADIO, S.A. DE C.V.", "CONCESSION HOLDER" and/or MR. BERNARDO BICHARA KAWAS hereby agree to take any

KEPRS

1080 KHZ, 50,000 WATTS

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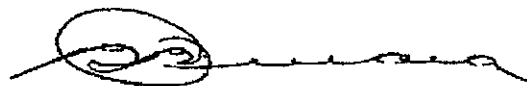
necessary actions to ensure that their obligations arising from the Concession Deed and the applicable radio industry regulations are fully complied with.

TWENTY FOURTH.- APPLICABLE LAW.- This Agreement shall be subject to, and interpreted in accordance with, the laws of Mexico, and in particular, by the provisions of the Federal Radio and Television Law, the General Law of National Assets, the Commerce Code, the Civil Code for the Federal District of Mexico, the Concession Deed and any other law or regulation applicable to the radio industry.

TWENTY FIFTH.- JURISDICTION.- The parties agree to engage in conciliatory negotiations in case of a dispute as to the interpretation and performance of this agreement. Should these negotiations prove unsuccessful, the parties hereby expressly submit themselves to the jurisdiction of the courts in the Federal District of Mexico or the federal or state courts located in the State of California, and waive any other forum to which they may be entitled by reason of their present or future domiciles.

IN WITNESS WHEREOF, the parties hereto sign three counterparts of this agreement in the city of Tijuana, Baja California, Mexico on March 1, 2003.

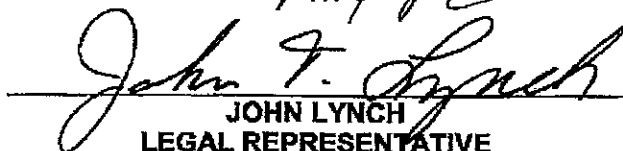
"CONCESSION HOLDER"
INTERAMERICANA DE RADIO, S.A. DE C.V.



LIC. BERNARDO BICHARA KAWAS
ATTORNEY-IN-FACT

"THE CLIENT"
BROADCAST CORPORATION OF THE AMERICAS

Company, INC.



JOHN LYNCH
LEGAL REPRESENTATIVE

Application for Permit to Deliver Programs to Foreign Broadcast Stations
Broadcast Company of the Americas, LLC
XEPRS(AM)
Exhibit VI

Programming Pursuant to Programming Agreement

The applicant provides news, sports and other entertainment programming to XEPRS(AM) for up to 24 hours per day, seven days per week, except for that airtime retained by the concession holder to comply with the requirements of Mexican law. The format will be adjusted by the applicant as necessary to meet the demands of the public. The programming will be in either Spanish or English.