PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
445 12th STREET S.W.
WASHINGTON D.C. 20554

News media information 202-418-0500
Fax-On-Demand 202-418-2830; Internet: http://www.fcc.gov (or ftp.fcc.gov)
TTY (202) 418-2555

Report No. 325-00106 **Wednesday August 24, 2005**

PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS

RE: ACTIONS TAKEN

The Commission, by its International Bureau, took the following actions pursuant to delegated authority. The effective dates of the actions are the dates specified.

CORRECTIONS

325-NEW-20050603-00013 GLR Networks, LLC

Public Notice, Report No. 325-00103, dated August 12, 2005 is corrected to read as follows:

Granted on August 12, 2005, subject to conditions, application for Section 325 (c) permit to deliver Spanish language programming to radio station XETRA-AM, operating on 690 kHz in Rosarito, Baja California Norte, Mexico with authorized power of 77 kW (day).

This authorization is predicated on the use of a foreign station assignment, which must abide by the terms of the 1986 USA-Mexico AM Broadcast Agreement. Hence, this program authorization applies only to the specific foreign station facilities which are currently on file with the Commission as having been officially coordinated by the Secretaria de Comunicaciones y Transportes (SCT) in Mexico and subsequently approved by the Commission for operation. If the transmitter coordinates or technical operating parameters of the foreign station are altered subsequent to this authorization or are found to be different from those currently on file and approved by the Commission, this program authorization will be subject to immediate termination without right to hearing.

Grant of this permit is conditioned upon the Mexican stations operation in full compliance with applicable treaties and related provisions concerning electrical interference to U.S. Broadcast stations.

For more information concerning this Notice, contact Selina Y. Khan at (202) 418-7282; Selina.Khan@fcc.gov; TTY 202-418-2555.

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

RADIO STATION AUTHORIZATION

Name: GLR NETWORKS, LLC **Call Sign:**

Authorization Type: Section 325(c) **File Number:** 325-NEW-20050603-00013

Grant date: 08/12/2005 **Expiration Date:** 08/12/2010

Subject to the provisions of the Communications Act of 1934, subsequent Acts, and Treaties, and Commission Rules made thereunder, and further subject to conditions set forth in this permit, the PERMITTEE:

GLR NETWORKS, LLC

is hereby authorized to locate, use, or maintain a studio in the United States for the purpose of supplying program material to foreign broadcast stations for the term ending August 12, 2010 (3 AM Eastern Standard Time).

Particulars of Operations

A) Studio Location:

2100 Coral Way, Suite 200

Miami, FL 33145

B) For the purpose of producing programs consisting of:

The applicant proposes to provide a full-range of Spanish language programming , including sports, news, entertainment, public affairs, religious, and educational programming.

C) To be delivered by means of:

Programs will be delivered by satellite

D) To stations identified and located as follows:

Call Sign	Channel	Station Locations(s)
XEWW-AM		Rosarito, Baja Norte, Mexico

The Commission reserves the right during said permit period of terminating this permit or making effective any changes or modifications of this permit which may be necessary to comply with any decision of the Commission rendered as a result of any such hearing which has been designated but not held, prior to the commencement of this permit period.

This permit is issued on the permittee's representation that statements contained in the permittee's application are true and that the undertakings therein contained, so far as they are consistent herewith, will be carried out in good faith.

This permit shall not vest in the permittee any right to operate beyond the term hereof nor in any other manner than authorized herein. Neither the permittee nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This permit is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

E) Special and General Provisions

A) This RADIO STATION AUTHORIZATION is granted subject to the following special provisions and general conditions:

201 --- This authorization is predicated on the use of a foreign station assignment, which must abide by the terms of the 1986 USA-Mexico AM Broadcast Agreement. Hence, this program authorization applies only to the specific foreign station facilities which are currently on file with the Commission as having been officially coordinated by the Secretaria de Comunicaciones y Transportes (SCT) in Mexico and subsequently approved by the Commission for operation. If the transmitter coordinates or technical operating parameters of the foreign station are altered subsequent to this authorization or are found to be different from those currently on file and approved by the Commission, this program authorization will be subject to immediate termination without right to hearing.

325 --- Grant of this permit is conditioned upon the Mexican stations operation in full compliance with applicable treaties and related provisions concerning electrical interference to U.S. Broadcast stations.

FCC Form 354

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

RADIO STATION AUTHORIZATION

Name: GLR NETWORKS, LLC **Call Sign:**

Authorization Type: Section 325(c) **File Number:** 325-NEW-20050603-00013

Grant date: 08/12/2005 **Expiration Date:** 08/12/2010

E) Special and General Provisions

A) This RADIO STATION AUTHORIZATION is granted subject to the following special provisions and general conditions:

32500013 --- A second point of origination located at Central Park at Toluca Lake 3500 West Olive Avenue, Burbank, CA 91505 is added to this authorization..

B) This RADIO STATION AUTHORIZATION is granted subject to the additional conditions specified below:

This authorization is issued on the grantee's representation that the statements contained in the application are true and that the undertakings described will be carried out in good faith.

This authorization shall not be construed in any manner as a finding by the Commission on the question of marking or lighting of the antenna system should future conditions require. The grantee expressly agrees to install such marking or lighting as the Commission may require under the provisions of Section 303(q) of the Communications Act. 47 U.S.C. § 303(q).

Neither this authorization nor the right granted by this authorization shall be assigned or otherwise transferred to any person, firm, company or corporation without the written consent of the Commission. This authorization is subject to the right of use or control by the government of the United States conferred by Section 706 of the Communications Act. 47 U.S.C. § 706. Operation of this station is governed by Part 25 of the Commission's Rules. 47 C.F.R. Part 25.

This authorization shall not vest in the licensee any right to operate this station nor any right in the use of the designated frequencies beyond the term of this license, nor in any other manner than authorized herein.

This authorization is issued on the grantee's representation that the station is in compliance with environmental requirements set forth in Section 1.1307 of the Commission's Rules. 47 C.F.R. § 1.1307.

This authorization is issued on the grantee's representation that the station is in compliance with the Federal Aviation Administration (FAA) requirements as set forth in Section 17.4 of the Commission's Rules. 47 C.F.R.§ 17.4.

The following condition applies when this authorization permits construction of or modifies the construction permit of a radio station.

This authorization shall be automatically forfeited if the station is not ready for operation by the required date of completion of construction unless an application for modification of authorization to request additional time to complete construction is filed by that date, together with a showing that failure to complete construction by the required date was due to factors not under control of the grantee.

Licensees are required to pay annual regulatory fees related to this authorization. The requirement to collect annual regulatory fees from regulatees is contained in Public Law 103-66, "The Omnibus Budget Reconciliation Act of 1993." These regulatory fees, which are likely to change each fiscal year, are used to offset costs associated with the Commission's enforcement, public service, international and policy and rulemaking activities. The Commission issues a Report and Order each year, setting the new regulatory fee rates. Receive only earth stations are exempt from payment of regulatory fees.

PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
445 12th STREET S.W.
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Report No. 325-00104 **Tuesday June 28, 2005**

PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS

RE: Applications Accepted for Filing

The applications listed herein have been found, upon initial review, to be acceptable for filing. The Commission reserves the right to return any of the applications if, upon further examination, it is determined they are defective and not in conformance with the Commission's Rules and Regulations and its Policies.

325-NEW-20050603-00013 P GLR Networks, LLC

New Application

Application for Section 325 (c) permit to deliver Spanish language programming to radio station XETRA-AM, operating on 690 kHz in Rosarito, Baja California Norte, Mexico with authorized power of 77 kW (day). The station is currently licensed to XETRA Comunicaciones, S.A. de C.V., although an application to assign the license to W3 Comm Concesionaria, S.A. de C.V. is pending before the Mexican Secretaria de Comunicaciones y Transporte.

Petitions to deny this application must reference the following informative number, 325-NEW-20050603-0001, and be on file no later than 30 days from the date of the notice accepting this Application for filing. Guidelines for filings are available at: http:// www. fcc. gov/ osec. Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first- class or overnight U. S. Postal Service mail (although we continue to experience delays in receiving U. S. Postal Service mail). The Commission's contractor, Vistronix, Inc., will receive hand- delivered or messenger- delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, N. E., Suite 110, Washington, D. C. 20002. The filing hours at this location are 8: 00 a. m. to 7: 00 p. m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial overnight mail (other than U. S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U. S. Postal Service first- class mail, Express Mail, and Priority Mail should be addressed to 445 12th Street, SW, Washington, D. C. 20554. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. In addition, please submit one copy of your petition to Selina Khan, FCC, International Bureau, Room 6-B418, 445 12th Street, SW, Washington, DC 20554.

For more information concerning this Notice, contact Selina Khan at (202) 418-7282; Selina.Khan@fcc.gov; TTY 202-418-2555.

ORIGINAL

LEVENTHAL SENTER & LERMAN PLLC

June 3, 2005

PHILIP A. BONOMO
(202) 416-6773

E-MAIL
PBONOMO@LSL-LAW.COM

Federal Communications Commission
International Bureau -- Notifications
P.O. Box 358175
Pittsburgh, PA 15251-5175

Re: Form 308 Application for Permit to Deliver Programs to Foreign Broadcast Stations -- GLR Networks, LLC

Dear Sir or Madam:

On behalf of GLR Networks, LLC ("GLR Networks"), enclosed herewith are an original and one copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) requesting Commission approval of the delivery, via satellite, of GLR Networks programming to Mexican radio station XETRA.

Also enclosed is a Remittance Advice (FCC Form 159) and a check for $85.00 made payable to the Federal Communications Commission to cover the applicable fee.

Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

Philip A. Bonomo

Enclosures

cc: Sonia Dula
Norman Leventhal

ORIGINAL

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. *(include area code)*
GLR Networks, LLC	Baypoint Office Tower 4770 Biscayne Boulevard Suite 700	Miami	FL	33137	(305) 644-6641

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. *(include area code)*
Norman P. Leventhal, Esq.	Leventhal Senter & Lerman, PLLC 2000 K Street, N.W. Suite 600	Washington	DC	20006	(202) 416-6744

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? N/A ☐ YES ☐ NO

6. If applicant is a partnership, are all partners citizens of the United States? N/A - but see Exhibit 1 ☐ YES ☐ NO

7. If Applicant is a corporation: N/A

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 of 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

If the answer is Yes, give the name, nationality, and position of each, and give the total number of directors of the corporation.

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. ____ 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: N/A

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?

Network and syndicated radio program supplier.

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? ☒ YES ☐ No

If the answer is Yes, attach Exhibit No. 2 giving full particulars.

10. Is applicant a representative of an alien or of a foreign government? ☐ YES ☒ No

If the answer is Yes, explain. See Exhibit 1.

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 ☒ 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 ☒ No

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 ☒ 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 ☒ No

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

13. Address of studio or other place at which programs will originate:

2100 Coral Way, Suite 200, Miami, FL 33145

14. State ownership of originating facilities.

Coral Way Investments, Inc.

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.

Programs will be delivered by satellite.

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 3

17. Attach as Exhibit No. 4 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. 5 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. 6 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 1st day of June, 2005.

GLR Networks, LLC
(Name of Applicant)

By Sonia Dula
(Signature)

President
(Title)

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
1	6, 10	All exhibits were prepared under the direction of Sonia Dula	President
2	9.b		
3	16		
4	17		
5	18 (a)		
6	18 (b)		

Federal Communications Commission
Washington, D.C. 20554

Instructions For FCC 308
Application For Permit To Deliver Programs To Foreign Broadcast Stations

A. This form is to be used in applying under Section 325(b) of the Communications Act of 1934, as amended, for authority to locate, use, or maintain a studio in the United States for the purpose of supplying program material to a foreign radio or TV broadcast station whose signals are consistently received within the United States, or for extension of existing authority.

B. File in DUPLICATE with the Federal Communications Commission, Washington, D.C. 20554.

C. If the applicant holds a valid radio or TV broadcast station license or construction permit, an informal application (in letter form) may be used in lieu of this form. Any such informal application, however, must include full responses to Items 17 and 18.

D. If programs to be delivered to foreign station(s) are of a continuing nature (rather than isolated special events), notice thereof must be published and proof of publication submitted in accordance with Section 73.3580 of the Commission's Rules.

E. This application must be personally signed by the applicant, if an individual; by a partner, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member (who is an officer), if the applicant is an unincorporated association; by a duly elected or appointed official empowered to do so under the laws of the jurisdiction, if the applicant is a government entity; or by the applicant's attorney in case of the applicant's physical disability or absence from the United States. If the attorney signs, he/she must separately set forth the reasons why the application is not signed by the applicant. Matters stated by attorneys on belief (rather than personal knowledge) must be supported by the reasons for such belief.

F. Answer all paragraphs, and attach and number any required exhibit(s). Incomplete applications will be returned. Paragraphs which are not applicable should be answered "D/N/A". If application is for extension of existing authority and information previously supplied is still accurate and complete, reference may be made under individual paragraphs to information "On File".

G. Authority to deliver programs to foreign broadcast stations is not granted or extended for periods of more than one year. Applicants should therefore not specify program delivery dates more than 14 months beyond the date on which the application is submitted.

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 Communications Act of 1934, as amended.

The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed or designated for hearing.

If all the information requested 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. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this Authority.

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.

Exhibit No. 1
GLR Networks, LLC
FCC Form 308
Paragraphs 6, 10
May 2005

ALIEN OWNERSHIP

The applicant, GLR Networks, LLC ("GLR Networks"), is a Delaware limited liability company whose sole member is GLR Services Inc. ("GLR Services"), a Delaware corporation. GLR Services is, in turn, wholly owned by Grupo Latino de Radio, S.L. ("Grupo Latino de Radio"), a Spanish company. Prisa International, S.A., a Spanish company, owns 86.76 percent of Grupo Latino de Radio, and is itself a wholly-owned subsidiary of Promotora Informaciones, S.A. ("Prisa"), a Spanish company.

Although Prisa has ultimate control of GLR Networks, such control is not a bar to the grant of a Section 325(c) authorization. *See SIN, Inc.*, 101 F.C.C. 2d 823, 825 (1985) (imposition of citizenship requirement on Section 325 applicants unnecessarily restricts transfer of programming between the U.S. and foreign countries); *Amendment of . . . the Commission's Rules to Implement Section 403(k) of the Telecommunications Act of 1996 (Citizenship Requirements)*, 11 FCC Rcd 13072, 13074 (1996) (noting that since the 1996 Telecommunications Act removed the restrictions in Section 310(b) of the Communications Act on the ability of corporate holders of FCC authorizations to have alien officers or directors, the FCC will no longer accord any independent significance to analogous positions held by aliens that may convey the power to manage the affairs of an unincorporated entity).

Exhibit No. 2
GLR Networks, LLC
FCC Form 308
Paragraph 9.b.
May 2005

APPLICANT OWNERSHIP INTERESTS

Grupo Latino de Radiodifusion, LLC, a Delaware limited liability company and an affiliate of the applicant, has an indirect 25 percent ownership interest in Station WSUA(AM), Miami, Florida.

Exhibit No. 3
GLR Networks, LLC
FCC Form 308
Paragraph 16
May 2005

FOREIGN STATION TO RECEIVE PROGRAMMING

The instant application requests authority for electronic delivery of programming to Mexican radio station XETRA, Rosarito, Baja California Norte, Mexico. Station XETRA operates on frequency 690 kHz with authorized power of 77 kW (day). The station is currently licensed to Xetra Comunicaciones, S.A. de C.V., although an application to assign the license to W3 Comm Concesionaria, S.A. de C.V. is pending before the Mexican Secretaria de Comunicaciones y Transporte.

Exhibit No. 4
GLR Networks, LLC
FCC Form 308
Paragraph 17
May 2005

LEGAL RELATIONSHIP WITH FOREIGN STATION

The applicant will have a Station Operating Agreement with Station XETRA. Although, given the pendency of the XETRA transfer application, an agreement has not yet been finalized for signature, it will be modeled on the attached template used by an affiliate of GLR Networks, LLC for WSUA(AM), Miami, Florida. In addition, an affiliate of the applicant has an indirect ownership interest in the applicant to acquire XETRA, which is pending before the Mexican Secretaria de Comunicaciones y Transporte.

Exhibit No. 5
GLR Networks, LLC
FCC Form 308
Paragraph 18(a)
May 2005

SCHEDULE AND QUANTITY OF PROGRAM DELIVERIES

The programming that is the subject of this application will be transmitted to Station XETRA on a regular basis, twenty-four hours a day, seven days a week.

Exhibit No. 6
GLR Networks, LLC
FCC Form 308
Paragraph 18(b)
May 2005

NATURE AND CHARACTER OF PROGRAMMING

The applicant proposes to provide a full range of Spanish-language programming on Station XETRA, including sports, news, entertainment, public affairs, religious, and educational programming.

CONFIDENTIAL

MODEL

WSUA STATION OPERATING AGREEMENT

This Station Operating Agreement (the "*Agreement*"), made as of this 1st day of April, 2003, is between WSUA Broadcasting Corporation, a Delaware corporation ("*Licensee*"), licensee of radio Station WSUA(AM), Miami, Florida (the "*Station*"), pursuant to authorizations issued by the Federal Communications Commission (the "*FCC*"), Licensee's 100% owner, El Dorado Broadcasting Corporation, a Delaware corporation ("El Dorado"), and Caracol Broadcasting, Inc., a Florida corporation, or its assignee ("*Programmer*").

RECITALS

WHEREAS Licensee has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS Programmer desires to avail itself of the Station's broadcast time for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies approved by the FCC.

THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. SALE OF TIME

1.1. Broadcast of Programming. During the Term, as defined below, Licensee shall make available exclusively to Programmer all broadcast time on the Station, including all of the Station's analog and digital broadcasting facilities as authorized by the FCC, for the presentation of Programmer's programs (the "*Programming*"), except for: (a) downtime occasioned by routine maintenance consistent with prior practice which, to the extent practicable, shall not exceed two (2) hours each Sunday morning between the hours of 12 midnight and 6:00 a.m. and shall be scheduled upon at least forty-eight (48) hours prior notice with the agreement of Programmer, such agreement not to be unreasonably withheld; (b) up to two (2) hours per week on the Station at times, when Station has a sizeable audience, mutually-agreeable to Licensee and Programmer during which time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station's listeners ("*Licensee's Public Service Programming*"); and (c) times when Programmer's programs are preempted by Licensee in accordance with Section 2.2.2 of this Agreement or because such Programming does not satisfy the standards of Sections 2.2.1 or 2.3.2 of this Agreement (collectively, except for the time specified in (a), (b) and (c), the "*SOA Hours*").

1.2. **Advertising and Programming Revenues**. During the Term, Programmer shall have full authority to sell, or engage a third party to sell, for its own account all commercial time on the Station, including sales in combination with other stations of its choosing, and to retain all revenues from the sale of such advertising. Programmer shall be responsible for all expenses incurred in connection with such advertising.

1.3. ***Force Majeure* Events**. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming not directly or indirectly the fault of Licensee or its employees or agents, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, *force majeure* or any other causes beyond the control of Licensee (collectively, "*Force Majeure Events*"), shall not constitute a breach of this Agreement.

1.4. **Access to Facilities**. To enable Programmer to fulfill its obligations hereunder, Licensee shall make its facilities and equipment located at 2100 Coral Way, Miami, Florida 33145 available to Programmer for its use for the production and transmission of Programming under this Agreement. Provided that such installation is not inconsistent with the terms of any applicable lease to which Licensee is a party, Programmer also shall have the right to install at the Station's premises, and to maintain throughout the term of this Agreement, at Programmer's sole expense, any additional microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment which Programmer deems reasonably necessary for production or delivery of the Programming to the Station. If Programmer originates the Programming from any place other than the Main Studio, Programmer shall be responsible for delivering the Programming to the Main Studio for broadcast by Licensee on the Station.

1.5. **Payments**. In consideration for its rights hereunder, Programmer shall pay to Licensee the fees set forth in Schedule 1.5. Such fees shall be in addition to the other undertakings and obligations of Programmer hereunder. Programmer shall receive a credit against any payments otherwise due pursuant to this Agreement for the Programming delivered to the Station but not broadcast by the Station in the event that Licensee preempts more than one (1) hour per day of the Programming or in the event that there is loss or damage to the Station not attributable to the act or omission of Programmer or any Force Majeure Event that causes the Station to be off the air for more than twelve (12) consecutive hours. Such credit shall be determined by multiplying the total payment due for the month in which the Programming was delivered and not broadcast by the ratio of the amount of time for Programming not broadcast to the total time of all Programming delivered to the Station for broadcast during that month.

1.6. **Term**. The term of this Agreement (the "*Term*") shall commence on April 1, 2003 (the "*Effective Date*") and continue until the first to occur of: (a) June 30, 2013, or (b) the termination of this Agreement pursuant to Section 8; provided, however, that this Agreement shall be automatically renewed for successive ten year terms unless, no later than 90 days prior to the expiration of any then current Term, any party gives notice to the others that it desires to terminate this Agreement.

1.7. License to Use Call Sign and Trademarks. During the Term, Licensee hereby grants Programmer a non-exclusive license to use Licensee's call sign of the Station and trademarks and names (the "*Marks*") during the Programming. All goodwill arising from Programmer's use of the Marks shall accrue to the benefit of Licensee. Programmer agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of Licensee. Upon notice from Licensee of any fact which in its opinion indicates that Programmer is using the Marks in a manner which does not conform with Licensee's reasonable quality standards, Programmer will immediately conform its use of the Marks to Licensee's standards. If Programmer does not conform its use of the Marks, Licensee may terminate the license granted hereby upon written notice, with reasonable time to cure, to Programmer. Programmer agrees to notify Licensee promptly in writing of any legal action commenced or threatened against it which relates to the Marks. During the Term, Licensee shall not license the Marks to, or permit their use by, any other entity or person other than by Programmer and by Licensee in the fulfillment of their respective obligations pursuant to this Agreement.

2. PROGRAMMING AND OPERATING STANDARDS

2.1. Licensee Control Over Station Operations. Licensee shall retain full authority, power, and control over the management and operations of the Station during the Term of this Agreement, including specifically control over its personnel, programming and finances. Subject to the foregoing, Programmer agrees to provide programming and related services to the Station, including: (i) the sale of advertising time on the Station; (ii) coordination of traffic and billing functions; and (iii) other administrative or operational functions as Licensee may from time to time assign to Programmer consistent with FCC rules and regulations relating to agreements of this nature.

2.2. Obligations and Rights of Licensee. Licensee shall be ultimately responsible for the control of the day-to-day operations of the Station in conformance with its FCC licenses, permits and authorizations, and for compliance with the FCC's rules and regulations, including (a) the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to equal opportunities, lowest unit charge and reasonable access); (b) the broadcast and nature of public service programming; (c) the maintenance of political and public inspection files and the Station's engineering logs; (d) the ascertainment of issues of community concern; (e) the preparation of all quarterly issues/programs lists; and (f) all contacts and communications with the FCC. Licensee will maintain the Station's main studio in the manner conducted as of the date of this Agreement.

2.2.1. Licensee's Absolute Right to Reject Programming. Licensee retains the absolute right to accept or reject any Programming or advertisements which Licensee in its sole discretion deems contrary to the public interest. Licensee may refuse to broadcast any program containing matter that Licensee in good faith believes to be, or that Licensee in good

faith believes may be determined by the FCC or any court or other regulatory body with authority over Licensee or the Station to be, in violation of any right of any third party, a "personal attack" (as that term is defined by the FCC) or slanderous, malicious, indecent or obscene. Licensee may take any other actions necessary in its sole discretion for compliance with the laws of the United States, the State of Florida, the rules, regulations and policies of the FCC, and the applicable rules, regulations and policies of other federal government authorities. If, in the judgment of Licensee or the Station's General Manager, any portion of the Programming, including any advertisements contained within the Programming, presented by Programmer does not meet any of the Licensee's standards set forth in this Agreement, Licensee may unilaterally suspend, cancel or refuse to broadcast any such portion of the Programming.

2.2.2. **Licensee's Right to Preempt Programming for Special Events**. Licensee reserves the right, in its sole discretion, to preempt any of the broadcasts of the Programming in order to broadcast a program deemed by Licensee to be of greater national, regional, or local interest, and to use part or all of the hours of operation of the Station for the broadcast of events of special public interest. In such cases, Licensee will use commercially reasonable efforts to give Programmer advance notice of its intention to preempt any regularly scheduled programming, and Programmer shall be entitled to a *pro rata* refund of the Monthly Fee for the hours of Programming preempted. Licensee expressly agrees that its right of preemption shall not be exercised in an arbitrary manner, for the commercial advantage of Licensee, or for economic reasons.

2.2.3. **FCC Public Interest Requirements**. The parties agree that Licensee may broadcast on the Station its own regular public service programming to address issues of local public importance to listeners within the area served by the Station for up to two (2) hours a week at a time to be agreed upon by Programmer and Licensee for the broadcast of Licensee's Public Service Programming, and such other public service programming at such other times as the parties may agree.

2.2.4. **Maintenance of Transmission Facilities**. Licensee shall maintain the Station's transmission equipment and facilities, including the antenna, transmitter and transmission line, and shall continue its accounts for the delivery of electrical power to the Station's transmitting facilities, subject to reimbursement of such utility expenses by Programmer as provided in this Agreement. If Programmer needs to obtain a studio transmitter link or similar FCC authorization to facilitate Programmer's delivery of the Programming to the Station's transmitter site from any place other than the main studio, at Programmer's expense, Licensee will cooperate reasonably with Programmer, at Programmer's expense, to file any required application for such authority. If Station suffers loss or damage of any nature to its equipment or facilities, which results in the interruption of Station broadcasting or the inability of the Station to operate with its maximum authorized facilities, the Licensee shall immediately notify the Programmer. Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Station with its maximum authorized facilities as expeditiously as possible following the occurrence of any such loss or damage (but not in respect of repairs necessitated by the negligent acts or omissions of Programmer, its employees or agents) and in any event shall

use its best efforts to commence such repairs within seven (7) days from the occurrence of such loss or damage. During any period that the Station is off the air for more than twelve (12) consecutive hours, Programmer shall receive credits to which it is entitled under Section 1.5 of this Agreement. Programmer shall indemnify Licensee for any damage (normal wear and tear excepted) to any of its property caused by the negligent acts or omissions of Programmer, its employees or agents.

2.2.5. **Station's Call Signs**. If requested by Programmer, Licensee will cooperate with Programmer to change the call sign of the Station in the manner requested by Programmer. Programmer shall reimburse Licensee for any legal costs and governmental filing fees incurred in connection with such change. If the call sign of the Station is changed at the request of Programmer and this Agreement is subsequently terminated, or the Term of this Agreement expires, Licensee will cooperate, if requested by Programmer, to assign the call sign of the Station to another station in the manner designated by Programmer and Licensee will request, at its expense, a new call sign for the Station.

2.2.6. **Studio Location**. Licensee shall maintain its main studio as required under the FCC's Rules and policies.

2.2.7. **Compliance with FCC Technical Rules**. Licensee shall retain, on a full time or part time basis, a qualified engineer who shall be responsible for maintaining the transmission facilities of the Station. Licensee shall employ a Chief Operator, as that term is defined by the rules and regulations of the FCC, who shall be responsible for ensuring compliance by the Station with the technical, operating and reporting requirements established by the FCC, including applicable EAS rules.

2.2.8 **FCC Modification Application.** Licensee and El Dorado shall use their best efforts to secure FCC approval of the Station's pending power increase application (File No.BP-20020430AAI) (hereinafter "Modification Application") and shall advise and consult with Programmer in good faith (i) in connection with this matter and (ii) prior to any further modifications to the Station's physical facilities. Licensee shall have no liability or obligation to Programmer relating to such Modification Application if such application is denied.

2.3. Obligations and Rights of Programmer

2.3.1. **Programming**. Programmer may produce Programming at Licensee's facilities or at its own facilities or it may obtain Programming from third party sources and deliver the Programming to the Station. All rights to the Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested solely in Programmer.

2.3.2. **Compliance with Laws and Station Policies**. All Programming will conform in all material respects to all applicable rules, regulations and policies of the FCC, and all other laws or regulations applicable to the broadcast of programming by the Station. All Programming shall be prepared and presented in conformity with the Licensee's standards as prescribed in Schedule 2.3.2 hereto, which may be amended from time to time in Licensee's sole discretion.

2.3.3. **Cooperation with Licensee**. Programmer, on behalf of Licensee, shall furnish, within the Programming, all station identification announcements required by the FCC's rules, and shall, upon request by Licensee, provide information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Station to assist Licensee in the preparation of any required programming reports and will provide other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Programmer will maintain and deliver to Licensee, for Licensee's reference, all records and information required by the FCC to be placed in the public inspection file of the Station pertaining to the broadcast of political programming and advertisements and agrees that if it broadcasts sponsored programming addressing political issues or controversial subjects of public importance, it will comply with the provisions of Section 73.1212 of the FCC's rules.

2.3.4. **Payola and Plugola**. Programmer will provide Licensee in advance with all information known to Programmer regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any Programming (including commercial material) to be supplied to Licensee by Programmer for broadcast on the Station, unless the party making or accepting such payment is identified in the Programming as having paid for or furnished such consideration, or is otherwise identified in accordance with FCC requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy. Programmer will at all times comply with the requirements of Sections 317 and 507 of the Communications Act of 1934, as amended, and the related rules and regulations of the FCC.

2.3.5. **Handling of Mail**. Programmer will provide Licensee with the original or a copy of any correspondence from a member of the public relating to the Programming to enable Licensee to comply with applicable FCC rules and policies, including those regarding the maintenance of the public inspection file. Licensee is not required to receive or handle mail, cables, telegraph or telephone calls in connection with the Programming unless Licensee subsequently agrees in writing to do so. Licensee will promptly forward to Programmer correspondence, payments, communications or other information and/or documents which it receives and which relate to the Programming, including without limitation, invoices, billing inquiries, checks, money orders, wire transfers, or other payments for services or advertising.

2.3.6. **Use of Licensee's Facilities**. When Programmer originates the Programming from any place other than the Station's main studio, Programmer will be solely

responsible for delivering the Programming to the Station's transmitter site for broadcast. If any of the studio facilities and equipment of Licensee are used by Programmer, Programmer will be solely responsible for the care and maintenance of such facilities and equipment. None of Licensee's equipment or property will be removed from the main studio or other present location of such property without the prior written permission of Licensee, which shall not be unreasonably withheld.

2.3.7. Insurance. Programmer will secure and maintain in full force and effect throughout the Term, insurance with responsible and reputable insurance companies covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms to ensure the complete and prompt replacement of any loss or damage that may be sustained by Licensee or to the studio equipment of the Station and to provide for a minimum of one million dollars ($1,000,000.00) in broadcaster's general liability (errors and omissions) coverage with respect to the Programming. Licensee will be named as an additional insured under such insurance policies, which shall not be cancelable for failure of the Programmer to pay any premiums owing on less than thirty (30) days prior notice to, and an opportunity to cure such default by, Licensee.

3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1. Licensee's Responsibility for Employees and Expenses. Licensee will employ (a) a full-time General Manager for the Station (who may also be designated the Chief Operator), who will oversee the day-to-day operations of the Station and who shall report and be solely accountable to Licensee and (b) one (1) full-time or full-time equivalent staff employee. Licensee will be responsible for all costs for its personnel, subject to reimbursement as provided in this Agreement. Whenever at the Main Studio or otherwise on the Station's premises, all of Programmer's personnel shall be subject to the supervision and the direction of the Station's General Manager and/or the Station's Chief Operator. Licensee will be responsible for timely payment of other expenses incurred in the operation of the Station, including without limitation, all lease payments for the Station's main studio and transmitter site and all taxes and other costs incident thereto; all FCC regulatory fees; and any applicable real estate and personal property taxes, utility costs, and maintenance costs, subject to reimbursement by Programmer as provided on Schedule 1.5.

3.2. Programmer's Responsibility for Employees and Expenses. Programmer is responsible for the personnel and material for the production of the Programming, as well as for all other personnel involved in the operation of the Station other than Licensee's personnel as described in this Agreement. Programmer will employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in the production of the Programming and the sale of advertising within the Programming. Programmer will pay all costs associated with production and listener responses attributable to the Programming, including its own telephone costs, fees to ASCAP, BMI and SESAC, any other copyright fees (whether

directly or pursuant to Schedule 1.5), and all other costs or expenses relating to the Programming.

3.3. No Third Party Beneficiary Rights. No provisions of this Agreement is intended to, nor will it be deemed to create, any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with Programmer or in respect of any other matter.

4. ASSIGNMENT AND ASSUMPTION OF CERTAIN AGREEMENTS, RIGHTS AND OBLIGATIONS

4.1. Assumption of Obligations. As of the Effective Date, Programmer shall assume and undertake to pay, satisfy or discharge (a) the liabilities, obligations and commitments of Licensee arising or accruing after the Effective Date under (i) all Contracts identified on Schedule 4.1 hereto, all of which shall be assigned, transferred and conveyed to Programmer, and (ii) the Station's time sales agreements for the sale or sponsorship of broadcast time on the Station for cash ("*Time Sales Agreements*"); and (b) trade payables along with other liabilities of the Station as designated by Licensee in writing.

4.2. Limitation. Except as set forth in Section 4.1 above and Section 5.1 below, Programmer expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee of any nature whatsoever.

5. PRORATIONS; ACCOUNTS RECEIVABLE

5.1. Proration of Income and Expenses. Except as otherwise provided herein, all income and expenses arising from the conduct of the business and operation of the Station as determined pursuant to Section 5.3 hereof shall be prorated between Programmer and Licensee as of 12:01 a.m. on the Effective Date in accordance with customary accounting procedures. Except as otherwise provided herein, such prorations shall be based upon the principle that Licensee shall be entitled to all income earned and shall be responsible for all liabilities and obligations accruing in connection with the operation of the Station until the Effective Date, and Programmer shall be entitled to all income earned and (subject to Section 4.2 above) be responsible for such liabilities and obligations accruing from and after the Effective Date. Programmer shall reimburse Licensee for all of the operating costs of the Station incurred and paid by Licensee as determined pursuant to Section 1.5 from the Effective Date during the Term of this Agreement. Trade Agreements shall be prorated to the extent provided in Section 5.2 of this Agreement.

5.2. Barter Agreements. Liabilities and obligations under barter agreements shall be prorated in favor of Programmer to the extent that the liability (determined in accordance

with GAAP) of the Station for air time under such agreements as of 12:01 a.m. on the Effective Date exceeds by Twenty-Thousand Dollars ($20,000) the fair market value of the property to be received by Programmer with respect to the Station after 12:01 a.m. on the Effective Date under such agreements and shall be prorated in favor of Licensee to the extent that the fair market value of the property to be received by Programmer under such agreements exceeds by Twenty-Thousand Dollars ($20,000) the liability (determined in accordance with GAAP) of the Station for air time under such agreements.

5.3. Payment of Proration Items. Three (3) business days prior to the Effective Date, Licensee shall deliver to Programmer a preliminary list of all items to be prorated pursuant to Sections 5.1 and 5.2, and, to the extent feasible, such prorations and adjustments shall be made as of the Effective Date. In the event Programmer and Licensee do not reach a final agreement on such prorations and adjustments on the Effective Date, Programmer shall deliver to Licensee a schedule of its proposed prorations and adjustments (which shall set forth in reasonable detail the basis for those determinations) (the "*Proration Schedule*") no later than forty-five (45) days after the Effective Date. The Proration Schedule shall be conclusive and binding upon Licensee unless Licensee provides Programmer with written notice of objection (the "*Notice of Disagreement*") within thirty (30) days after Licensee's receipt of the Proration Schedule, which notice shall state the prorations of expenses proposed by Licensee (the "*Licensee's Proration Amount*"). Programmer shall have twenty (20) days from receipt of a Notice of Disagreement to accept or reject Licensee's Proration Amount. If Programmer rejects Licensee's Proration Amount, the dispute shall be submitted within ten (10) days to Berkowitz Dick Pollack & Brant, Certified Public Accountants & Consultants LLP, 200 South Biscayne Boulevard, 6th Floor, Miami, Florida 33131 (the "*Referee*"), for resolution of the dispute, such resolution to be made within thirty (30) days after submission to the Referee and to be final, conclusive and binding on Licensee and Programmer. Programmer and Licensee agree to share equally the cost and expenses of the Referee, but each party shall bear its own legal and other expenses, if any. Payment by Programmer or Licensee, as the case may be, for the proration amounts determined pursuant to this Section 5.3 shall be due fifteen (15) days after the last to occur of (i) Licensee's acceptance of the Proration Schedule or failure to give Programmer a timely Notice of Disagreement; (ii) Programmer's acceptance of Licensee's Proration Amount or failure to reject Licensee's Proration Amount within twenty (20) days of receipt of a Notice of Disagreement; and (iii) notice to Licensee and Programmer of the resolution of the disputed amount by the Referee.

5.4. Accounts Receivable. On the Effective Date, Licensee shall deliver to Programmer a schedule of all accounts receivable for cash for services performed or provided by Licensee prior to the Effective Date (the "*Accounts Receivable*"), as of the most recent date practicable, which summary shall include a statement showing all commissions owing with respect to such receivables, if any (the "*Receivable Statement*"). On the Effective Date, Licensee will assign the Accounts Receivable to Programmer for purposes of collection only. Programmer will collect the Accounts Receivable as Licensee's agent in the same manner and with the same diligence that Programmer uses to collect its own accounts receivable for a period of ninety (90) days following the Effective Date (the "*Collection Period*"); provided, however, that Programmer

shall not be obligated to institute litigation, employ any collection agency, legal counsel or other third party, or take any other extraordinary means of collection. Neither Licensee nor its agents will make any solicitation of such Accounts Receivable for collection purposes nor will Licensee or its agents institute litigation for the collection of any Accounts Receivable during the Collection Period, except with respect to Accounts Receivable returned to Licensee for collection as set forth below. Within five (5) business days after the end of each month during the Collection Period, Programmer shall deliver to Licensee all collections received on account of the Accounts Receivable. Programmer may deduct from such collections any commissions which may be due with respect to the Accounts Receivable (as indicated on the Receivable Statement) and, if so, shall promptly notify Licensee of the deduction and remit such commissions to the appropriate person. All amounts received by Programmer from account debtors included among the Accounts Receivable shall be applied first to the Accounts Receivable. If during the Collection Period an account debtor disputes an account included among the Accounts Receivable, Licensee may request the reassignment of that account to Licensee for collection. At the conclusion of the Collection Period, any remaining uncollected Accounts Receivable shall be reassigned to Licensee for further collection actions in its discretion and thereafter Programmer shall have no further obligation with respect to the Accounts Receivable.

5.5. Interest. If either Programmer or Licensee fails to timely pay any amount within five (5) days of the due date under this Agreement, such amount shall bear interest at a fluctuating rate equal to the Prime Rate as set by Citibank, N.A. for its preferred commercial customers from the date such amount was due until the date such amount is paid.

6. INDEMNIFICATION

6.1. Indemnification. From and after the Effective Date, Licensee, El Dorado and Programmer shall indemnify, defend, protect and hold harmless the others and their respective principals, officers, directors, owners, stockholders, and affiliates (collectively, the "*Indemnitees*") from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or incident to (a) any programming provided or furnished by such party for broadcast on the Station; (b) any breach by such party of any representation, warranty, covenant or other agreement contained in this Agreement; (c) the activities or negligent acts or omissions of such party, its employees or agents in fulfilling its obligations under this Agreement; or (d) a party's alteration of any programming provided by the other party for broadcast on the Station. Without limiting the foregoing, each party will indemnify, defend, protect, and hold harmless the Indemnitees from and against Claims for libel, slander, infringement of trademarks, trade names or program titles, violation of privacy rights and infringement or copyrights and other proprietary rights relating to the programming produced or furnished by it hereunder. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

6.2. **Procedure for Indemnification**. The procedure for indemnification shall be as follows:

6.2.1. **Notice**. The party seeking indemnification (the *"Claimant"*) shall give notice to the party from whom indemnification is sought (the *"Indemnitor"*) of any claim, whether solely between the parties or brought by a third party, specifying (a) the factual basis for the claim, and (b) the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) days after Claimant becomes, or should have become, aware of the facts giving rise to the claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

6.2.2. **Claims Between Parties**. With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the thirty (30) day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.

6.2.3. **Third Party Claims**. With respect to any claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of the claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party claim, Claimant may, but shall have no obligation to, defend or settle such claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any claim for which indemnity was paid.

6.3. **Limitations**. Neither Programmer, nor Licensee, nor El Dorado shall have any obligation to any other for any indemnification under this Agreement except upon compliance by the other with the provisions of this Section 6. No party will be required to

indemnify any other party under this Agreement unless written notice of a Claim was received by the party within the pertinent survival period specified in Section 6.4 of this Agreement.

6.4. Survival. The representations, warranties, covenants, indemnities and agreements contained in this Agreement, or in any certificate, document or instrument delivered pursuant to this Agreement, are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive any termination or expiration of this Agreement as follows; (i) with respect to the representations and warranties hereunder, for a period of two (2) years after any termination or expiration of this Agreement, and (ii) with respect to the covenants, indemnities, and agreements of the parties hereunder, until the same have been discharged in full. No Claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such Claim is given to the Indemnitor prior to the relevant expiration date. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant, indemnity, or agreement contained in this Agreement.

6.5. Damages; Specific Performance. In the event of a material breach by any party of its obligations hereunder, the non-breaching party(ies) shall be entitled to seek monetary damages against the party in breach. To the extent permitted by law, the non-breaching party shall also be entitled, in addition to a right to seek and collect monetary damages, to obtain specific performance of the terms of this Agreement, in which case the breaching party shall waive the defense that there is an adequate remedy at law.

7. EVENTS OF DEFAULT AND CURE PERIODS

7.1. Events of Default. The following shall, after the expiration of the applicable cure periods as set forth in Section 7.2, each constitute an Event of Default under this Agreement:

7.1.1. Non-Payment. Programmer's failure to make any payment when due as set forth in Schedule 1.5 of this Agreement;

7.1.2. Default in Covenants or Adverse Legal Action. If any party (a) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (b) makes a general assignment for the benefit of creditors, or (c) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days thereafter; or

7.1.3. Breach of Representation. Any material representation or warranty made by any party to this Agreement, or in any certificate or document furnished by any party to the other pursuant to the provisions of this Agreement, that proves to have been false or misleading in any material respect as of the time made or furnished.

7.2. **Cure Periods**. An Event of Default will not be deemed to have occurred until thirty (30) days (or, in the event of a payment default, ten (10) days) after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period; the foregoing 30-day period (but not the foregoing 10-day period) may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure.

8. TERMINATION

8.1. **Termination Upon Default**. Upon the occurrence of an uncured Event of Default, in addition to its other rights and remedies at law or in equity, the non-defaulting party may terminate this Agreement, provided that it is not also then in material default of this Agreement.

8.2. **Termination Upon Mutual Agreement**. Upon the mutual consent of all parties, this Agreement may be terminated.

8.3. **Certain Matters Upon Termination**.

8.3.1. If this Agreement is terminated prior to the end of the Term for any reason,

(a) Programmer shall assign, transfer and convey to Licensee all of Programmer's rights in, to and under the Assumed Contracts that remain in effect on the date of such termination, as well as all times sales agreements and barter agreements existing on the date of such termination (collectively the "*Reassumed Contracts*"). Programmer shall use reasonable efforts to promptly obtain and deliver to Licensee, at Programmer's expense, any necessary consents to the assignment of the Reassumed Contracts to Licensee.

(b) Licensee shall assume from Programmer all liabilities, obligations and commitments of Programmer arising or accruing on or after the date of termination pursuant to the Reassumed Contracts, and Programmer shall be responsible only for those obligations under the Reassumed Contracts arising on or after the Effective Date and prior to the termination of this Agreement.

(c) Programmer shall return to Licensee any equipment or property of the Station used by Programmer, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date, ordinary wear and tear excepted.

(d) Licensee shall have no further obligation to provide to Programmer any broadcast time or broadcast transmission facilities and Programmer shall have no further obligation to make payments to Licensee under Section 1.5 (subject to payment of all

amounts owed to Licensee as of such termination or expiration date). Upon any termination, Programmer shall be responsible for all debts and obligations of Programmer to third parties based upon the purchase of air time and the use of Licensee's facilities, including, without limitation, accounts payable, barter agreements and unaired advertisements, arising prior to the date of termination, but not for Licensee's income tax obligations or taxes levied upon Licensee's personal property. If any invoice, bill or statement rendered to Licensee after termination or any payment made by Programmer before termination relates to expenses incurred for periods before and after such termination, such expenses shall be prorated between Programmer and Licensee.

8.3.2. Upon termination, all sums owing Licensee through the effective date of termination shall be paid and no party shall have any further liability to any other under this Agreement except as provided in Section 6.

8.3.3. No expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 6 of this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination.

9. REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties of Licensee and El Dorado. Licensee and El Dorado hereby represent and warrant that:

9.1.1. Organization and Standing. They are each corporations duly formed, validly existing and in good standing under the laws of the State of Delaware, and have all necessary power and authority to own, lease and operate the Station assets and to carry on the business of the Station.

9.1.2. Authorization and Binding Obligation. They each have all necessary power and authority to enter into and perform this Agreement and the transactions contemplated by this Agreement, and Licensee's and El Dorado's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on their part. This Agreement has been duly executed and delivered by Licensee and El Dorado and constitutes a valid and binding obligation enforceable against them in accordance with its terms.

9.1.3. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Licensee and El Dorado: (a) do not and will not violate any provisions of their respective organizational documents; (b) do not and will not require the consent or approval of or any filing with any third party or governmental authority other than the FCC; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Licensee or El Dorado is now subject.

9.1.4. Equipment and Facilities. Except as set forth in Schedule 9.1.4 hereto, as of the Effective Date, the equipment and facilities of the Station necessary for the proper transmission of the Programming on the Station are, and shall be, in good operating condition, reasonable wear and tear excepted, and are, and shall be, operated in all material respects in accordance with FCC authorizations and requirements.

9.1.5 Modification Application. Subject to Section 2.2.8, Licensee and El Dorado will diligently pursue FCC approval of the Modification Application and shall cooperate with Programmer as necessary to secure such approval at the earliest possible time.

9.2. Representations and Warranties of Programmer. Programmer hereby represents and warrants that:

9.2.1. Organization and Standing. Programmer is a corporation duly formed, validly existing and in good standing under the laws of the State of Florida, is in good standing and entitled to do business within the State of Florida and has all necessary power and authority to perform its obligations under this Agreement as of the date of execution and on and after the Effective Date.

9.2.2. Authorization and Binding Obligation. Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated by this Agreement, and Programmer's execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms.

9.2.3. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement by Programmer: (a) do not and will not violate any provisions of Programmer's organizational documents; (b) do not and will not require the consent of any third party or governmental authority other than the FCC; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

9.2.4 Program Rights. Except as may be notified to Licensee from time to time in accordance with Section 11.8, Programmer will have all necessary rights to deliver to, and broadcast on, the Station, the Programming, including any necessary music performance and synchronization rights, and that the broadcast of the Programming on the Station will not infringe on any rights of any third party, including, but not limited to, copyright, patent, trademark, unfair competition, contract, property, defamation, privacy, publicity or "moral rights" (to the extent such moral rights are recognized by U.S. law).

10. CERTIFICATIONS

10.1. Programmer's Certification. Programmer certifies that this Agreement complies with the provisions of Sections 73.3555(a), (c) and (d) of the FCC's rules and regulations.

10.2. Licensee's Certification. Licensee certifies that it shall maintain the ultimate control over the Station's facilities, including but not limited to control over the finances, personnel and programming relating to its operation of the Station.

11. MISCELLANEOUS

11.1. Entire Agreement, Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between Programmer and Licensee with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

11.2. No Waiver; Remedies Cumulative. No failure or delay on the part of Licensee or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

11.3. Governing Law and Forum. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its principles of conflict of law. In order to enforce the provisions hereof, each of the parties hereto: (i) submits and consents to the personal jurisdiction of any Florida state or federal court with respect to any suit, action or proceeding relating to this Agreement or any of the transactions contemplated hereby, which jurisdiction shall constitute the exclusive forum for resolving any such disputes, (ii) waives any objection that such party may now or hereafter have to the lying of venue of any such suit, action or proceeding brought in any such court, and waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum, (iii) waives the right to object that any such court does not have personal jurisdiction over such party, and (iv) consents to the service of process in any such suit, action or proceeding upon the receipt through the United States mail of copies of such process to such party by certified mail to the addresses indicated

herein or at such other addresses of which the other parties shall have received written notice.

11.4. No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

11.5. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Upon any assignment by Programmer of its rights hereunder, references to "Programmer" shall include such assignee, provided, however, that no such assignment shall relieve Programmer of any obligation hereunder. The respective Indemnitees described in Section 6.1 shall be intended beneficiaries of the indemnity undertakings of the parties in this Agreement.

11.6. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be considered originals.

11.8. Notices. All notices hereunder shall be in writing and shall be deemed given (i) upon receipt, if personally delivered, (ii) upon electronic confirmation of delivery, if transmitted by facsimile, provided such notice is also sent by first class United States mail, and (iii) upon confirmed receipt for any notice delivered by an overnight commercial delivery service, addressed to the respective party at its address set forth below or at such other address as such party shall from time to time designate in writing to the other parties.

If to Licensee and/or El Dorado:

WSUA Broadcasting Corporation
2100 Coral Way
Miami, Florida 33145
Attn: President
Fax: 305-858-5907

With a copy to:

General Manager
WSUA Broadcasting Corporation
2100 Coral Way
Miami, Florida 33145
Fax: 305-858-5907

If to Programmer:

Caracol Broadcasting, Inc.
2100 Coral Way
Miami, Florida 33145
Fax: 305-644-6703
Attn: Sonia Dula

With a copy to:

Leventhal, Senter & Lerman, PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006
Fax: 202-293-7783
Attn: Norman P. Leventhal, Esq.

11.9. Severability. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. If any provision of this Agreement is deemed to be unenforceable in any jurisdiction, as to such jurisdiction, such provision will be construed to be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and unenforceability in any jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law now or hereafter in effect which renders any provision of this Agreement unenforceable in any respect.

11.10. Assignment. Programmer may not assign this Agreement without the written consent of Licensee and El Dorado, but neither the consent of Licensee nor El Dorado shall be unreasonably withheld. No such assignment shall relieve Programmer of its obligations under this Agreement in favor of Licensee, El Dorado and their respective Indemnitees.

11.11. Regulatory Changes. In the event that any order or decree of an administrative agency or court that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts to negotiate an amendment to this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to the other party. In the event that the parties are unable to agree upon such an amendment, then this Agreement may be terminated by any party.

IN WITNESS WHEREOF, the parties have executed this Station Operating Agreement as of the date first above written.

WSUA Broadcasting Corporation

By: Felipe Santo Domingo
Name: FELIPE SANTO DOMINGO
Title: PRESIDENT

El Dorado Broadcasting Corporation

By: Felipe Santo Domingo
Name: FELIPE SANTO DOMINGO
Title: PRESIDENT

Caracol Broadcasting, Inc.

By: Carlos J. Azcárate H.
Name: CARLOS AZCARATE
Title: SECRETARY

SCHEDULE 1.5

During the Term of this Agreement, Programmer will pay Licensee a fee of [redacted] per month, payable in advance on or before the first day of each calendar month and prorated for any partial month (the "*Monthly Fee*") in consideration for Programmer's rights under this Agreement.

In addition, Programmer will reimburse Licensee's expenses related to the following items:

1. Insurance expenses (liability and errors and omissions).

2. Tower, transmitter building, studio and office lease payments.

3. Salaries, benefits and taxes for all Station personnel employed by Licensee at the Station.

4. Expenses incurred by Licensee in maintaining its corporate offices and personnel.

5. Expenses incurred by Licensee to the extent not paid directly by Programmer, including, but not limited to, any capital expenditures relating to the maintenance, repair and replacement of the Station's transmitting and studio equipment and other Licensee assets.

6. The legal, engineering and other costs incurred after the Effective Date in securing FCC approval of the Modification Application, and the costs incurred in constructing and implementing the changes in facilities necessitated by such approval.

7. Miscellaneous Station expenses such as for utilities (electricity, gas, and water) and telephone incurred in the course of the operation of the Station during the Term.

Within twenty (20) days of the presentation by Licensee to Programmer of paid invoices for these items, Programmer will reimburse Licensee for payments made by it.

Any *pro rata* credit due Programmer under the provisions of this Agreement may be offset by Programmer against the next Monthly Fee due Licensee hereunder.

SCHEDULE 2.3.2

Broadcast Station Programming Policy Statement

Programmer agrees to cooperate with Licensee in the broadcasting of programs and to observe the following policies in the preparation, writing and broadcast of its programs:

I. RELIGIOUS PROGRAMMING. The subject of religion and references to particular faiths, tenets, and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual organization.

II. CONTROVERSIAL ISSUES. Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Licensee may require that responsive programming be aired.

III. NO PLUGOLA OR PAYOLA. The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

IV. NO LOTTERIES. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

V. ELECTION PROCEDURES. At least sixty (60) days before the start of any regular election campaign and forty-five (45) days before any primary (provided that if any primary is scheduled to occur within forty-five (45) days of the Effective Date, such notice shall be given within five (5) days of the Effective Date), Programmer will clear with Licensee's General Manager the rate Programmer will charge for the time to be sold to candidates for public office and/or his or her supporters to make certain that the rate charged conforms to all applicable laws and Station policy.

VI. REQUIRED ANNOUNCEMENTS. Programmer shall broadcast (a) an announcement in the form satisfactory to Licensee at the beginning of each hour to identify the Station as required by FCC rules; (b) any announcements as required by law to indicate that program time has been purchased by Programmer; and (c) any other announcements that may be required by law, regulation or Licensee's policies.

VII. CREDIT TERMS ADVERTISING. Pursuant to rules and regulations of the Federal Trade Commission, any advertising of credit terms shall be made over the Stations in accordance with all applicable federal and state laws.

VIII. NO ILLEGAL ANNOUNCEMENTS. No announcement or promotion prohibited by federal or state law or regulation shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Licensee, which reserves the right, in its sole discretion, to reject any game, contest, or promotion.

IX. PROGRAMMING IN WHICH PROGRAMMER HAS A FINANCIAL INTEREST. Programmer shall advise General Manager of the Station with respect to any programming, including commercial(s), concerning goods or services in which Programmer has a material financial interest. Any announcements for such goods and services shall clearly identify Programmer's financial interest.

X. PROGRAMMING PROHIBITIONS. Programmer shall not knowingly and intentionally broadcast any of the following programs or announcements:

A. False Claims. False or unwarranted claims for any product or service.

B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation or either program idea or copy, or any other unfair competition.

C. Commercial Disparagement. Any disparagement of competitors or competitive goods.

D. Profanity. Any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.

E. Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of Licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.

F. Fraudulent or Misleading Advertisement. Any advertising matter, announcement, or claim which Programmer knows to be fraudulent, misleading, or untrue.

G. Violation of Third Party Rights. Any advertising or program matter that violates the rights of third parties.

XI. LICENSEE DISCRETION PARAMOUNT. In accordance with the Licensee's responsibility under the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, Licensee reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with Station policy or which in the judgment of Licensee or its General Manager/Chief Engineer would not serve the public interest.

Licensee may waive any of the foregoing regulations in specific instances in its sole discretion. In any case, where questions of policy or interpretation arise, Programmer should submit the same to Licensee for decision before making any commitments in connection therewith.

ANTI-DRUG ABUSE CERTIFICATION

By checking "Yes," the applicant certifies that no party to the application is 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. § 862.

[✓] Yes [ ] No

GLR NETWORKS, LLC

By: Sonia Dula

Sonia Dula

Title: President

Date: June 1, 2005