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LEVENTHAL SENTER & LERMAN PLLC

November 2, 2006

FCC/MELLON

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PHILIP A. BONOMO  
(202) 416-6773

E-MAIL  
PBONOMO@LSL-LAW.COM

**VIA COURIER**

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 Southern California  
LLC**

Dear Sir or Madam:

On behalf of GLR Southern California LLC ("GLRSC"), 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 GLRSC programming to Mexican radio station XETRA.

Also enclosed is a Remittance Advice (FCC Form 159) and a check for \$90.00 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: Selina Khan, FCC (via email)

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.
GLR Southern California LLC	Baypoint Office Tower 4770 Biscayne Boulevard Suite 700	Miami	FL	33137	(include area code) (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.
Norman P. Leventhal, Esq.	Leventhal Senter & Lerman PLLC 2000 K Street, NW Suite 600	Washington	DC	20006	(include area code) (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:
- 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
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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
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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)
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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:  
3500 West Olive Avenue, Burbank, CA 91505
14. State ownership of originating facilities.  
GLR Southern California LLC
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 26 day of OCTOBER, 2006

GLR Southern California LLC  
(Name of Applicant)

By

Juan P. Alvarez  
(Signature)

Juan Pablo Alvarez  
Director/President

(Title)

GLR Southern California LLC

**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		
2	9.b	All exhibits were prepared under the direction of Juan Pablo Alvarez.	Director/President
3	16		GLR Southern California LLC
4	17		
5	18(a)		
6	18(b)		

**Exhibit No. 1**

GLR Southern California LLC

FCC Form 308

Paragraphs 6, 10

November 2006

**ALIEN OWNERSHIP**

The applicant, GLR Southern California LLC ("GLR Southern California"), is a Delaware limited liability company whose sole member is GLR Broadcasting LLC ("GLR Broadcasting"), a Delaware limited liability company. GLR Broadcasting's 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. Promotora de Informaciones, S.A. ("Prisa"), a Spanish company, indirectly owns 80 percent of Grupo Latino de Radio.

Although Prisa has ultimate control of GLR Southern California, 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 Southern California LLC

FCC Form 308

Paragraph 9.b.

November 2006

**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 Southern California LLC

FCC Form 308

Paragraph 16

November 2006

**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 licensed to W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation.



**Exhibit No. 4**

GLR Southern California LLC

FCC Form 308

Paragraph 17

November 2006

**LEGAL RELATIONSHIP WITH FOREIGN STATION**

The applicant, GLR Southern California LLC ("GLR Southern California"), has entered into a Station Programming and Sales Agreement ("Agreement") with W3 Comm Concesionaria, S.A. de C.V. ("W3 Comm"), the licensee of Station XETRA, and Careva, S.A. de C.V., which through an intermediate company owns the controlling interest in W3 Comm. Under the terms of the Agreement, GLR Southern California provides programming services to, and is responsible for selling all advertising time on, Station XETRA in exchange for payment of an annual fee and reimbursement of certain W3 Comm expenses. GLR Southern California retains all revenue from XETRA advertising time sales. A copy of the Station Programming and Sales Agreement, with confidential information redacted, is attached hereto.

## STATION PROGRAMMING AND SALES AGREEMENT

This Station Programming and Sales Agreement (the "*Agreement*"), made this 25th day of January, 2006, is between GLR Southern California LLC, a Delaware limited liability company (hereinafter "GLR"), W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation with offices at Tokio 102, Piso 5, Col. Juarez, Mexico D.F. ("Licensee"), the concessionaire of radio broadcast station XETRA, Rosarito-Tijuana, BC, Mexico, operating at 77 kW on 690 kHz (hereinafter the "Station"), and Careva, S.A. de C.V., a Mexican corporation which, through an intermediate company, owns the controlling interest in Licensee ("Licensee Parent").

### RECITALS

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

WHEREAS, GLR 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 of the Secretaria de Comunicaciones y Transportes of the United Mexican States ("SCT") and the United States Federal Communications Commission ("FCC") and whose commonly owned sister company, GLR Networks LLC, possesses a permit issued by the FCC pursuant to Section 325 of the Communications Act to deliver programs to the Station for rebroadcast into the United States; and

WHEREAS, Licensee Parent holds a controlling interest in the Licensee and has the ability to, and will, cause the Licensee to broadcast the program service and otherwise to perform all acts necessary to enable it to fulfill Licensee's and Station's obligations hereunder;

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

#### 1. STATION PROGRAMMING, SALES AND PAYMENTS

1.1. **Broadcast of Programming.** During the Term, as defined below, Licensee shall make available exclusively to GLR all broadcast time on the Station, including all of the Station's analog and digital broadcasting facilities, channels and sub-channels, as authorized by the SCT, for the presentation of GLR's programs, commercial advertisements, public service announcements and promotions (the "*Programming*") and will carry all such Programming as provided by GLR, except for: (a) downtime occasioned by emergency maintenance or 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 GLR, such agreement not to be unreasonably withheld; (b) up to two (2) hours per week on the Station at times mutually-agreeable to Licensee and GLR during which

time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station's listeners or otherwise fulfill obligations imposed by the SCT or any applicable Mexican or U.S. law; (3) preemptions or programs required by Mexican law when counsel to Licensee and counsel to GLR agree that such preemptions or programming are so required; and (4) any contests, on-air giveaways or similar promotions relating to the Station that have not been expressly approved by Licensee and, to the extent required by law, any governmental authority.

**1.2. Advertising and Programming Revenues.** During the Term, GLR 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 radio broadcast stations of its choosing, and to retain all revenues from the sale of such advertising. GLR 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 their respective employees or agents, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, or any failure of GLR to deliver the Programming, or any part thereof, due to acts of God, governmental regulation or fiat, or any other causes beyond the control of Licensee or GLR (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement.

**1.4. Access to Facilities.** To enable GLR to fulfill its obligations hereunder, Licensee shall make its facilities and equipment available to GLR for its use for the production and transmission of Programming under this Agreement. At any time employees, agents or representatives of GLR are on Licensee's premises, they shall be subject to supervision and direction by Licensee's designated employees or officers. Provided that such installation is not inconsistent with the terms of any applicable lease to which Licensee is a party, GLR also shall have the right to install at the Station's premises, and to maintain throughout the term of this Agreement, at GLR's sole expense, any additional microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment which GLR deems reasonably necessary for production or delivery of the Programming to the Station. GLR shall be responsible for delivering the Programming to the Station.

**1.5. Payments.** In consideration for its rights hereunder, GLR 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 GLR hereunder. GLR shall receive a credit against any payments of the Monthly Fee otherwise due pursuant to this Agreement for the Programming delivered to the Station but not broadcast by the Station in the event that: (a) Licensee preempts more than two (2) hours of the Programming in any consecutive seven (7) day period; (b) there is loss or damage to the Station not attributable to the act or omission of GLR; or (c) a Force Majeure Event 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. If either GLR 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.

**1.6. Term.** The term of this Agreement (the "Term") shall commence on January 25, 2006 (the "Effective Date") and continue until the first to occur of: (a) December 31, 2025, or (b) the termination of this Agreement pursuant to Section 8; provided, however, that GLR shall have the right to extend the Term of this Agreement for successive terms of ten (10) years on the same terms and conditions provided that it gives notice of such extension to Licensee and Licensee Parent at least 180 days prior to the end of the then current term.

**1.7. License to Use Call Sign and Trademarks.** During the Term, Licensee hereby grants GLR an exclusive license to use Licensee's call sign for the Station and other trademarks and names which it owns (the "Marks") in connection with the Programming. All goodwill arising from GLR's use of the Marks shall accrue to the benefit of Licensee. GLR 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 GLR is using the Marks in a manner which does not conform with Licensee's reasonable quality standards, GLR will immediately conform its use of the Marks to such standards. GLR agrees to notify Licensee promptly in writing of any legal action commenced or threatened against it which relates to the Marks. During the Term, GLR shall not license the Marks to, or permit their use by, any other entity or person other than by GLR and by Licensee in the fulfillment of their respective obligations pursuant to this Agreement.

## **2. OBLIGATIONS AND RESPONSIBILITIES FOR OPERATIONS**

**2.1. Licensee Control Over Station Operations.** Licensee shall retain full authority, power, and control over the operations of the Station during the Term of this Agreement, including specifically control over technical operations. Subject to the foregoing, GLR 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 consistent with this Agreement.

**2.2. Obligations and Rights of Licensee.** Licensee shall be responsible for the control of the day-to-day technical operations of the Station in conformance with its SCT licenses, permits and authorizations, and for compliance with the SCT's rules and regulations.

**2.2.1. Maintenance of Transmission Facilities.** Licensee shall maintain Station's transmission equipment and facilities, including the antenna, transmitter and transmission line, in good and workable order, consistent with all governmental requirements and the provisions of its Concession, 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 GLR as provided in this Agreement. If GLR needs to obtain a studio transmitter link or similar authorization from either the SCT or the FCC to facilitate GLR's delivery of the Programming to Station's transmitter site, at GLR's expense, Licensee will cooperate reasonably with GLR 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's broadcasting or the inability of the Station to operate with its maximum authorized facilities, the Licensee shall immediately notify GLR. 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 GLR, its employees or agents) and in any event shall use its best efforts to commence such repairs within three (3) 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, GLR shall receive credits to which it is entitled under Section 1.5 of this Agreement. GLR shall indemnify Licensee for any damage (normal wear and tear excepted) to any of its property caused by the negligent acts or omissions of GLR, its employees or agents.

**2.2.2. Station's Call Signs.** If requested by GLR, Licensee will cooperate with GLR to change the call sign of Station in the manner requested by GLR. GLR shall reimburse Licensee for any legal costs and governmental filing fees incurred in connection with such change.

**2.2.3. Compliance with SCT Technical Rules.** Licensee shall retain, on a full time or part time basis, a qualified engineer who shall be responsible for maintaining the transmission and other technical facilities of Station and ensuring compliance by the Station with the technical, operating and reporting requirements established by the SCT.

**2.2.4. Insurance.** Licensee will secure and maintain in full force and effect throughout the Term(s), 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, transmitting equipment or tower and related facilities of the Station.

### **2.3. Obligations and Rights of GLR**

**2.3.1. Programming.** GLR 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 GLR.

**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 SCT, and all other laws or regulations applicable to the broadcast of programming by the Station.

**2.3.3. Cooperation with Licensee.** GLR, on behalf of Licensee, shall furnish, within the Programming, all station identification announcements required by applicable governmental regulation, 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 SCT, FCC or other local, state or federal governmental agencies.

**2.3.4. Payola and Plugola.** To the extent required by applicable law, GLR will provide Licensee in advance with all information known to GLR 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 GLR 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 governmental requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy.

### **3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES**

**3.1. Licensee's Responsibility for Employees and Expenses.** Licensee will staff the Station such that all of its obligations hereunder and to the SCT can be fulfilled on a timely basis. Licensee will be responsible for all costs for its personnel, as well as associated taxes, subject to reimbursement, if any, as provided in this Agreement. Licensee will be responsible for timely payment of other expenses incurred in the operation of its 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 regulatory fees; and any applicable real estate and personal property taxes, utility costs, and maintenance costs, subject to reimbursement by GLR as provided on Schedule 1.5.

**3.2. GLR's Responsibility for Employees and Expenses.** GLR is responsible for the personnel and material for the production of the Programming, as well as for all other personnel involved in the sale of advertising time and marketing of the Station. GLR 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. GLR 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, and equivalent Mexican performing rights societies, as well as 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 provision 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 GLR or in respect of any other matter.

4. **RESERVED**

5. **LIMITATIONS.**

GLR 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 or Station of any nature whatsoever

6. **INDEMNIFICATION**

6.1. **Indemnification.** From and after the Effective Date, GLR and Licensee shall indemnify, defend, protect and hold harmless the other and their respective principals, officers, directors, owners, stockholders, affiliates, agents and representatives (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 unapproved 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. 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.

**6.2.3. 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 GLR nor Licensee shall have any obligation for any indemnification under this Agreement except upon compliance by the other with the provisions of this Section 6.

**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.

**6.5. Damages; Specific Performance.** In the event of a material breach by any party of its obligations hereunder, the non-breaching party 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.** GLR'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 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 may be extended with the consent of the non-breaching party 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, or at, the end of the Term for any reason,

(a) GLR shall assign, transfer and convey to Licensee all of GLR's rights in, to and under 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 "Assumed Contracts"). GLR shall use reasonable efforts to promptly obtain and deliver to Licensee, at GLR's expense, any necessary consents to the assignment of the Assumed Contracts to same; provided, however, that if termination of the Agreement was due to an Event of Default of Licensee, Licensee shall bear all such expense.

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

(c) GLR shall return to Licensee any equipment or property of Station used by GLR, 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 GLR any broadcast time or broadcast transmission facilities and GLR 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, GLR shall be responsible for all debts and obligations of GLR 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 GLR before termination relates to expenses incurred for periods before and after such termination, such expenses shall be prorated between GLR and Licensee.

**8.3.2.** Upon termination, all sums owing GLR or Licensee through the effective date of termination shall be paid but 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 or to seek damages or specific performance for Events of Default of the other party.

**8.4** Loss or Modification of License. Notwithstanding anything herein to the contrary, if the concession (license) for the Station is revoked or terminated by the SCT, or the parameters of the Station's authorized operation are materially reduced (by way of example, a reduction of more than 15% of its authorized power shall be considered material), at the discretion of GLR, this Agreement may be terminated as of the date of such termination, revocation of license or change in operational parameters.

## **9. REPRESENTATIONS AND WARRANTIES**

**9.1. Representations, Warranties and Covenants of GLR and Licensee.** GLR and Licensee hereby represent and warrant that:

**9.1.1. 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 the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on their part and constitutes a valid and binding obligation enforceable against them in accordance with its terms.

**9.1.2. Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance of this Agreement: (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, or require a filing with, any governmental authority other than the SCT and the FCC as specified in Schedule 9.1.2; 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 they are now subject.

**9.1.3. Cooperation.** If this Agreement is challenged in whole or in part in any administrative or judicial forum, counsel for the Licensee and counsel for GLR shall jointly defend the Agreement and the parties shall cooperate fully with such defense.

**9.2 Representations and Warranties of Licensee.** Licensee hereby represents and warrants that:

**9.2.1. Organization and Standing.** It is a corporation duly formed, validly existing and in good standing under the laws of the United Mexican States and has all necessary power and authority to own, lease and operate the Station's assets, and to carry on the business of the Station.

**9.2.2 Fulfillment of Obligations.** Licensee shall cause Station to fully perform the obligations set forth herein for Licensee and Station and, as of the Effective Date and throughout the Term, neither Licensee nor Station will have any agreement, contract, commitment or understanding to broadcast on the Station any programs, commercial or other matter other than that provided pursuant to this Agreement.

**9.2.3 Equipment and Facilities.** As of the Effective Date, and during the Term and any extension thereof, 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 at full authorized power in all material respects in accordance with SCT authorizations and requirements. Licensee shall own and maintain all governmental authorizations necessary of the operation of the Station and such shall be in full force and effect throughout the Term.

**9.2.4 Validity of License.** There is not now pending or, to Licensee's knowledge, threatened, any action by a governmental authority or other party to revoke, cancel, suspend, refuse to renew or modify any of its governmental authorizations. Licensee knows of no event which has occurred that allows or, after notice or lapse of time or both would allow, the revocation or termination of any such governmental authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. Licensee is not in violation of any statute, ordinance, rule, regulation, order or decree

of any governmental authority which violation would have a material adverse effect on Licensee or its assets or its ability to perform this Agreement. Licensee shall not take any action or omit to take any action that would have an adverse impact upon any of its government authorizations or the Licensee, its assets or its ability to perform this Agreement.

**9.2.5 No Incurrence of Debt.** Licensee shall not incur any debt, obligation or liability without the prior written consent of GLR if such undertaking would adversely affect Licensee's performance hereunder or the business or operations of the Station or GLR contemplated hereunder. Licensee shall pay in a timely fashion all of its debts, assessments, fees, fines, levies and taxes as they come due.

**9.3. Representations and Warranties of GLR.** GLR hereby represents and warrants that:

**9.3.1. Organization and Standing.** GLR is a company duly formed, validly existing and in good standing under the laws of the State of Delaware, 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.

**9.3.2 Program Rights.** Except as may be notified to Licensee from time to time in accordance with Section 10.8, GLR 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" (but only to the extent such moral rights are recognized by U.S. law).

## **10. MISCELLANEOUS**

**10.1. 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 GLR 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.

**10.2. No Waiver; Remedies Cumulative.** No failure or delay on the part of GLR or Licensee 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 that either may otherwise have.

**10.3. 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 state or federal court located in the Southern District of Florida 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.

**10.4. 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.

**10.5. 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 approved assignment hereunder, references to the assigning party shall include such assignee, provided, however, that no such assignment shall relieve the assigning party 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.

**10.6. 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.

**10.7. 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.

**10.8. 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 Licensee Parent:**

W3 Comm Concesionaria, S.A. de C.V.  
c/o Moliere 39-6, Mexico 11560 D.F.  
Fax: 011-52-55-5282-1860  
Attn: Jose Francisco Gutierrez Carmona

**With a copy to:**

Careva, S.A. de C.V.  
Moliere 39-6, Mexico 11560 D.F.  
Fax: 011-52-55-5282-1860  
Attn: Cristina Cardenas Cornisa

**If to GLR:**

GLR Broadcasting LLC  
Baypoint Office Tower  
4770 Biscayne Blvd.  
Suite 700  
Miami, FL 33137  
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

**10.9. 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.

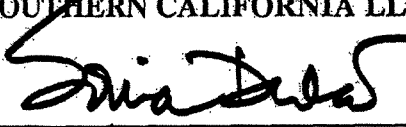
**10.10. Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other party except that GLR may assign its rights to any entity under common control without the consent of Licensee or Licensee Parent provided that written notice of such assignment is given to Licensee at least thirty (30) days prior thereto.

**10.11. 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.


GLR SOUTHERN CALIFORNIA LLC

By:

  
Name: SONIA DULA  
Title: President

W3 COMM CONCESIONARIA, S.A. de C.V.

By:

  
Name: J. FRANCISCO GUTIERREZ C.  
Title: SECRETARY

CAREVA, S.A. de C.V.

By:

  
Name:  
Title:

## SCHEDULE 1.5

During the Term of this Agreement, GLR will pay Licensee an annual fee of [REDACTED], payable in advance in equal amounts of [REDACTED] on or before the first day of each calendar month and prorated for any partial month (the "Monthly Fee") in consideration for GLR's rights under this Agreement.

In addition, GLR will reimburse Licensee's reasonable 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 and benefits for all Station personnel employed by Licensee at the Station.
4. Expenses incurred by Licensee to the extent not paid directly by GLR, 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.
5. 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 thirty (30) days of the presentation by Licensee to GLR of paid invoices for these items, GLR will reimburse Licensee for payments made by it.

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



Schedule 4.1

Assumed Obligations

None

Schedule 9.1.2

Required Consents or Filings

None

**Exhibit No. 5**

GLR Southern California LLC

FCC Form 308

Paragraph 18(a)

November 2006

**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 Southern California LLC

FCC Form 308

Paragraph 18(b)

November 2006

**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.

**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 SOUTHERN CALIFORNIA LLC

By: 

Juan Pablo Alvarez

Title: Director/President

Date: October 26, 2006

READ INSTRUCTIONS CAREFULLY  
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION  
REMITTANCE ADVICE

Approved by OMB  
3060-0589

Page 1 of 1

(1) LOCK BOX # <b>358175</b>	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) <b>Leventhal Senter &amp; Lerman PLLC</b>		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) <b>\$90.00</b>
(4) STREET ADDRESS LINE NO. 1 <b>2000 K Street, NW</b>		
(5) STREET ADDRESS LINE NO. 2 <b>Suite 600</b>		
(6) CITY <b>Washington</b>		(7) STATE <b>DC</b>
		(8) ZIP CODE <b>20006</b>
(9) DAYTIME TELEPHONE NUMBER (include area code) <b>202-416-6773</b>		(10) COUNTRY CODE (if not in U.S.A.)

FCC REGISTRATION NUMBER (FRN) REQUIRED

(11) PAYER (FRN) <b>0004054797</b>	(12) FCC USE ONLY
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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 <b>GLR Southern California LLC</b>		
(14) STREET ADDRESS LINE NO. 1 <b>Baypoint Office Tower</b>		
(15) STREET ADDRESS LINE NO. 2 <b>4770 Biscayne Boulevard, Suite 700</b>		
(16) CITY <b>Miami</b>		(17) STATE <b>FL</b>
		(18) ZIP CODE <b>33137</b>
(19) DAYTIME TELEPHONE NUMBER (include area code) <b>305-644-6641</b>		(20) COUNTRY CODE (if not in U.S.A.)

FCC REGISTRATION NUMBER (FRN) REQUIRED

(21) APPLICANT (FRN) <b>0015682628</b>	(22) FCC USE ONLY
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COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET

(23A) CALL SIGN/OTHER ID	(24A) PAYMENT TYPE CODE <b>MBR</b>	(25A) QUANTITY <b>1</b>
(26A) FEE DUE FOR (PTC) <b>\$90.00</b>	(27A) TOTAL FEE <b>\$90.00</b>	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 \_\_\_\_\_

VOUCHER NO.	DESCRIPTION	DATE	INVOICE NO.	AMOUNT
011299	Federal Communications Commission		11/02/2006	10190
41953	Filing fee	11/02/2006	110206	90.00
				CHECK AMOUNT \$90.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

LAW OFFICES  
**LEVENTHAL, SENTER & LERMAN P.L.L.C.**  
 SUITE 600 • 2000 K STREET, N.W.  
 WASHINGTON, D.C. 20006-1809

SUN TRUST  
 65-270/550

10190

DATE  
 11/02/2006

AMOUNT  
 \$90.00

PAY Ninety and NO/100

TO THE ORDER OF Federal Communications Commission

LEVENTHAL, SENTER & LERMAN P.L.L.C.

*[Handwritten Signature]*

AUTHORIZED SIGNATURE



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈010190⑈ ⑆055002707⑆ 704530759⑈

WLZ42008-01-04