



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. 325-00117

Friday March 2, 2007

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.

INFORMATIVE

325-NEW-20061102-00007

GLR Southern California LLC

Granted on March 2, 2007, subject to conditions, application for 325(c) permit to deliver programming to Station XETRA (AM). The station operates on frequency 690 kHz with authorized power of 77 kW. The station is licensed to W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation.

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 SOUTHERN CALIFORNIA LLC

Call Sign:

Authorization Type: Section 325(c)

File Number: 325-NEW-20061102-00007

Grant date: 03/02/2007

Expiration Date: 03/02/2012

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 SOUTHERN CALIFORNIA 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 March 2, 2012 (3 AM Eastern Standard Time).

Particulars of Operations

A) Studio Location:

3500 West Olive Avenue
Burbank, CA 91505

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:

this is a testat satellite

D) To stations identified and located as follows:

Call Sign	Channel	Station Locations(s)
XEWW-AM		Tijuana, 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.



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Name: GLR SOUTHERN CALIFORNIA LLC

Call Sign:

Authorization Type: Section 325(c)

File Number: 325-NEW-20061102-00007

Grant date: 03/02/2007

Expiration Date: 03/02/2012

E) Special and General Provisions

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

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.

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.



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Report No. 325-00115

Friday January 12, 2007

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-20061102-00007 P

GLR Southern California LLC

New Application

Application for 325(c) permit to deliver programming to Station XETRA (AM). The station operates on frequency 690 kHz with authorized power of 77 kW. The station is licensed to W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation. The applicant proposes to provide a full-range of Spanish language programming, including sports, news, entertainment, public affairs, religious, and educational programming. On December 21, 2006, GLR filed an amendment replacing Exhibit No. 3. The revised exhibit specifies the location of XETRA as Tijuana, Baja California Norte, Mexico in lieu of Rosarito, Baja California Norte, Mexico.

Petitions to deny this application must reference the file number associated with the 325(c) application 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: 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, Natek, 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, D.C. 20554.

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



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Report No. 325-00113

Thursday December 14, 2006

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-20061102-00007 P

GLR Southern California LLC

New Application

Application for 325(c) permit to deliver programming to Station XETRA (AM), Rosarito, Baja California Norte, Mexico. The station operates on frequency 690 kHz with authorized power of 77 kW. The station is licensed to W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation. The applicant proposes to provide a full-range of Spanish language programming, including sports, news, entertainment, public affairs, religious, and educational programming.

Petitions to deny this application must reference the file number associated with the 325(c) application 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: 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, Natek, 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, D.C. 20554.

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



LEVENTHAL SENTER & LERMAN PLLC

RETURN COPY

December 21, 2006

PHILIP A. BONOMO
(202) 416-6773

E-MAIL
PBONOMO@LSL-LAW.COM

VIA HAND DELIVERY

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, DC 20554

FILED/ACCEPTED

DEC 21 2006

Federal Communications Commission
Office of the Secretary

**Re: Form 308 Application To Deliver Programs To Foreign
Broadcast Stations – GLR Southern California LLC**

Dear Ms. Dortch:

GLR Southern California LLC (“GLR”), by its counsel, hereby amends the above-referenced application to deliver programs to foreign broadcast stations to replace the application’s original Exhibit No. 3 with the revised Exhibit No. 3 attached to this letter. The application was filed with the Commission on November 2, 2006.

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

Respectfully submitted,

Philip A. Bonomo
Counsel to GLR Southern California LLC

Attachment

cc: Selina Khan, FCC (via email)

Revised Exhibit No. 3

GLR Southern California LLC

FCC Form 308

Paragraph 16

December 2006

FOREIGN STATION TO RECEIVE PROGRAMMING

The instant application requests authority for electronic delivery of programming to Mexican radio station XETRA, Tijuana, 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.

RETURN COPY



LEVENTHAL SENTER & LERMAN PLLC

November 2, 2006

FCC/MELLON

NOV 02 2006

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)

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
------	-------------	----------

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

GLR Southern California LLC
(Name of Applicant)

By

2006
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.	Pers. 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		
3	16		
4	17		
5	18(a)		
6	18(b)		
		All exhibits were prepared under the direction of Juan Pablo Alvarez.	Director/President GLR Southern California LLC

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. 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.

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

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

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

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

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

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.

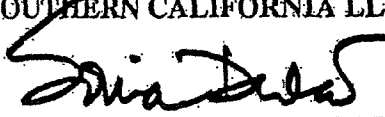
10.8. Notices. All notices hereunder shall be in writing and shall be deemed given (i) upon receipt, if personally delivered, (ii) upon electronic confirmation of delivery, if transmitted by facsimile, provided such notice is also sent by first class United States mail, and (iii) upon confirmed receipt 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.

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 COMBI CONCESIONARIA, S.A. de C.V.

By:


Name: J. FRANCISCO GUTIERREZ C.
Title: SECRETARY

CAREVA, S.A. de C.V.

By:


Name:
Title:

Schedule 4.1

Assumed Obligations

None

Schedule 9.1.2

Required Consents or Filings

None

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.